MEMORANDUM OF UNDERSTANDING

Between:

The University of Colorado Law School and THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN COMMISSION OF HUMAN RIGHTS

THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (hereinafter “MOU”), 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 of Human Rights (hereinafter “IACHR”), represented by Paulo Abrão and The University of Colorado Law School (hereinafter “Law School”) a public law school located at 2450 Kittredge Loop Road, Boulder, Colorado 80309 represented by S. James Anaya, Dean.

CONSIDERING

That the Parties have conceived of a program in which admitted students (hereinafter “Students”) would enroll in a Master of Studies in Law – Human Rights (hereinafter “MSL – Human Rights”) at the Law School, followed by a paid one year fellowship at the IACHR (hereinafter the “Fellowship”) (collectively, hereinafter the “Program”);

That this MOU fulfills the mandate of the Inter-American Commission on Human Rights to promote human rights in the Hemisphere; and

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);

HAVE AGREED to enter into this MOU.

ARTICLE I

PURPOSE

1.1 The purpose of this MOU is to establish a framework for the cooperation between the Parties in the selection of Students and planning of the Program.

ARTICLE II

2.1 THE PROGRAM

2.1.1 Prospective students shall apply directly to the Law School and the Law School will make the final determination regarding admission to the Program, in consultation with the IACHR.

2.1.2 For admitted students whom IACHR has identified as requiring Spanish language instruction, Spanish language instruction will be available through course offerings at the University of Colorado.

2.1.3 The GS/OAS will make the final determination on whether to admit the MSL-Human Rights students to the one-year paid fellowship at the IACHR.

2.1.5 Without prejudice to what the Parties may provide in future agreements regarding this matter, this MOU in and of itself does not create obligations of a financial nature for either of the Parties.

2.2 THE MSL-HUMAN RIGHTS PROGRAM AT THE LAW SCHOOL

2.2.1 The one-year academic portion of the Program at the Law School will include required courses taught in the academic year, as well as required seminars featuring a series of visiting scholars and practitioners, combined with an individualized course of study comprised of classes selected from a range of disciplines.
2.2.2 The MSL-Human Rights portion of the Program will require Students to complete a set number of credits, currently fixed at 28 credits, and may include or require a capstone project (major paper or advocacy project) for honors.

2.2.3 The Law School will accept applications between October and January of the year preceding admission; all applications will be acted upon by March for the entering fall class.

2.2.4 Tuition for the MSL-Human Rights portion of the Program will be set at the non-resident tuition rate, currently approximately $38,714/year. The Law School is not responsible for paying any portion of this amount, but will provide details regarding how to make tuition payments for Students while enrolled in the MSL-Human Rights degree program, as noted in Section 4.3 below.

2.3 THE FELLOWSHIP AT THE IACHR

2.3.1 After successfully completing the Law School portion of the Program, the Students will be eligible to start the IACHR portion of the Program as fellows ("Fellows").

2.3.2 During the Fellowship, the Fellows will work full-time at the IACHR for one year, after completing the MSL-Human Rights degree program at the University.

2.3.3 During the Fellowship, the Fellows are expected to comply with the IACHR’s policies and procedures, including its personnel policies, and to timely complete any training that the IACHR typically requires of employees at a level comparable to Fellows.

2.3.4 The total cost of funding the IACHR Fellowship is USD 46,500, per Fellow, for one year.

2.3.6 The total cost of funding includes: USD 38,400 for the subsistence of the Fellow, which shall be disbursed by the GS/OAS to the Fellow in installments of USD 3,200 per month for twelve (12) months, USD 2,520 for two one-way tickets for the Fellow, and indirect cost recovery in the amount of USD 5,580 (12% of the total cost of funding).

2.3.7 The Fellow shall sign a Fellowship Contract with the GS/OAS before beginning the Fellowship. The Fellow shall not be considered a staff member of the GS/OAS for any purpose.
ARTICLE III
GS/OAS’ RESPONSIBILITIES

3.1 The IACHR will designate a primary supervisor for the Fellow who will provide professional, responsible supervision of the Fellows and will furnish the University with a report regarding the Fellows’ performance at the IACHR.

3.2 The IACHR is expected to appropriately train and equip the Fellows so they are able to adequately perform their duties.

3.3 The GS/OAS will provide the Fellows with relevant information to secure health insurance at their own expense.

3.4 To the extent the GS/OAS prepares any marketing material regarding the Program, the GS/OAS will provide the Law School the opportunity to review and approve of such material.

ARTICLE IV
LAW SCHOOL RESPONSIBILITIES

4.1 The Law School will provide the GS/OAS with basic criteria for the screening of applications for the MSL-Human Rights portion of the Program.

4.2 The Law School will review the materials of applicants forwarded to it by the GS/OAS and timely admit a total of at least four (4) qualified applicants provided they meet the Law School’s admission criteria, and provided external funding is secured for at least four (4) Students for the Program. The Law School will make the final determination on whether to admit any applicant to the MSL-Human Rights program at the Law School.

4.3 The Law School will provide the GS/OAS with details regarding how to make tuition payments for Students while enrolled in the MSL-Human Rights.

4.4 The Law School will administer the MSL-Human Rights portion of the Program in accordance with its standards, rules, and regulations. The rules of the Law School and the University apply to all admitted students. It is the responsibility of Students to fulfill all of the Law School’s graduation requirements.

4.5 The Law School will cooperate with the GS/OAS and IACHR to administer the MSL-Human Rights portion of the Program in a manner that serves the Students and furthers the interests of
the parties to this MOU.

4.6 The Law School is not responsible for any tax liability of, or tax advice to, admitted students.

4.7 The Law School does not have any employer/employee relationship with Students and is not liable for any losses to either party or to the Students during their time at the GS/OAS.

4.8 To the extent the Law School prepares any marketing material regarding the Program, the Law School will provide the GS/OAS the opportunity to review and approve of such material.

ARTICLE V
INTELLECTUAL PROPERTY

5.1 Intellectual property created by faculty instructors or by Students enrolled in the MSL-Human Rights portion of the Program shall be governed by the University’s policy on Intellectual Property that is Educational Materials. The University shall have no claim to material that Fellows create during their Fellowships, which shall be governed by applicable GS/OAS policy.

ARTICLE VI
COORDINATION AND NOTICE

6.1 Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this MOU is the IACHR and the Coordinator is Marisol Blanchard, Human Rights Specialist. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Inter-American Commission on Human Rights
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 3704983
mblanchard@oas.org
6.2 Notifications and communications to the Law School should be directed to the International Programs Director, J.J. Ilseng, at the following street address, telephone and electronic mail:

University of Colorado Law School
Wolf Law Building: 401 UCB
2450 Kittredge Loop Road
Boulder, Colorado 80309
Tel. (303) 735-7056
jimmy.ilseng@colorado.edu

6.3 All communications and notifications under this MOU 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 6.1 and 6.2, 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 or from a delegate as authorized by that Coordinator to the electronic address of the Coordinator of the other Party or to a delegate as authorized by that Coordinator.

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

ARTICLE VII
PRIVILEGES AND IMMUNITIES

7.1 Nothing in this Memorandum of Agreement 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.
ARTICLE VIII
DISPUTE RESOLUTION

8.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this MOU shall be settled by direct negotiations 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.

ARTICLE IX
GENERAL PROVISIONS

9.1 This MOU will become effective upon signature by the duly authorized representatives of the Parties and will be valid for two (2) years after the start date of the MSL-Human Rights portion of the Program. It will be subject to renewal upon mutual written consent of both Parties.

9.2 This MOU may be amended by means of common written consent of 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.

9.3 Without prejudice to the privileges and immunities of the GS/OAS, both Parties agree to follow principles of equal opportunity and will not discriminate on the basis of gender, age, disability, race, color, religion, marital status, political philosophy or affiliation, veteran’s status, national or ethnic origin, gender identity or sexual orientation.

9.4 This MOU 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 MOU, any portion of this MOU that has been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
Now, the Law School and the GS/OAS have caused their duly authorized representatives to execute this MOU on this day written in English.

For: The University of Colorado Law School

S. James Anaya  
Dean  
Date: Dec. 4, 2017  
Location: Washington, D.C.

For: The General Secretariat of the Organization of American States  
Washington, D.C. USA

Dr. Paulo Abrão  
Executive Secretary  
Date:  
Location:

Margaret May Macaulay  
Vice-President

James Cavallaro  
Commissioner