COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
THE STANFORD HUMAN RIGHTS CENTER, AT STANFORD LAW SCHOOL

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 of Human Rights (hereinafter “Inter-American Commission”), represented by Dr. Emilio Álvaro-icaza Longoria and The Stanford Human Rights Center (hereinafter, the “Center”) a human rights center located at Stanford Law School, 559 Nathan Abbott Way, Stanford CA 94305, represented by Claret M. Vargas, Executive Director of the Center and Lecturer in Law at Stanford Law School.

CONSIDERING:

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; and

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

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
PRIVILEGES AND IMMUNITIES

5.1. 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 United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America the 19 of June of 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed the 14 of May of 1992; and the Agreement Between the Government of the United States of America and the Organization of American States, signed the 20 of March of 1975.

ARTICLE VI
DISPUTE RESOLUTION

6.1. 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
("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.

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

ARTICLE VII
GENERAL PROVISIONS

7.1. 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 V, and the Center 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 7.4.

7.2 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.

7.3. This Agreement shall enter into force upon signature by the duly authorized
representatives of the Parties and shall remain in force in accordance with article 7.4.

7.4 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.

7.5. Articles V and VI 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 THE STANFORD HUMAN RIGHTS CENTER:

[Signature]
Executive Director, Stanford Human Rights Center
Place: Stanford, CA
Date: June 30, 2015

FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:

[Signature]
Executive Secretary of the Inter-American Commission
Place: Washington, D.C.
Date: August 7th, 2015