COOPERATION AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THROUGH THE EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS

AND

THE PROMISE INSTITUTE FOR HUMAN RIGHTS AT THE UNIVERSITY OF CALIFORNIA,
LOS ANGELES SCHOOL OF LAW

THE PARTIES TO THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter “the GS/OAS”), an international public organization with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter “the ES/IACHR”), duly represented by its Executive Secretary, Mr. Paulo Abrao, and the Promise Institute for Human Rights (hereinafter “the Promise Institute”) at the University of California, Los Angeles Law School (hereinafter “UCLA Law”), with address at 385 Charles E Young Drive East, Los Angeles, CA 90095, duly represented by Professor Asli Bali, Faculty Director of the Promise Institute for Human Rights,

CONSIDERING:

That the Promise Institute is the center for human rights education, research and advocacy at UCLA and around the region, mandated to train the next generation of human rights lawyers and leaders, and to generate vital scholarship for furthering human rights discourse and debate;

That the Inter-American Commission on Human Rights (hereinafter “the IACHR”) is a principal and autonomous organ of the Organization of American States (hereinafter “the OAS”), entrusted with the promotion and protection of human rights in the hemisphere and, together with the Inter-American Court of Human Rights, is an institution of the Inter-American Human Rights System;

That it is in the interest of the IACHR to disseminate the results of work related to human rights and to establish closer relations with various judicial bodies and universities in the Member States of the OAS;

That, in accordance with Article 40 of the American Convention on Human Rights, the IACHR has an Executive Secretariat, which is part of the GS/OAS and whose headquarters are located in the city of Washington, D.C.; 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 sign this Agreement:

ARTICLE I

PURPOSE

1.1 The purpose of this Agreement is to establish the terms of a one-time fellowship to be completed by a UCLA Law graduate at the ES/IACHR, and to establish a framework for cooperation mechanisms between the Parties to promote the application of the Inter-American Human Rights System and its standards in the academic community and among the general public, and also provide students and professionals with specialized training through the use of theoretical and practical tools that enable them to contribute to solving current problems of the hemispheric agenda on human rights.

ARTICLE II

FELLOWSHIP PROGRAM

2.1 Subject to ES/IACHR’s capacity, the ES/IACHR shall make available to the Promise Institute its Fellowship Program (hereinafter “Fellowship”), which offers young professionals from the Member States of the OAS (hereinafter “Fellow/s”) the opportunity to participate directly in the work of the ES/IACHR, in different areas, under the supervision of its human rights specialists, so that Fellows may then take the knowledge they acquire to contribute to the dissemination and strengthening of human rights standards and safeguard mechanisms.

2.2 The Promise Institute commits to send one (1) Fellow to the ES/IACHR, in accordance with the following terms and conditions:

a. Eligibility requirements: The Fellowship shall be awarded to (1) professional selected jointly by the ES/IACHR and the Promise Institute, in accordance with the requirements established in the regulations that govern the Fellowship Program at the ES/IACHR. In addition, candidates must demonstrate their commitment to human rights, a solid academic background, and fluency in at least two (2) of the official languages of the OAS.

b. Duration: The duration of the Fellowship shall be six (6) months, which may be modified by mutual agreement in writing by the Parties.

c. Financial Responsibility: The Promise Institute commits to providing a $5,000 stipend to the Fellow through a one-time $5,000 direct payment to the Fellow, which shall pay for the cost of one (1) round-trip airplane ticket, visa processing (if necessary), and the remaining sum shall be applied towards living expenses in Washington, D.C. The GS/OAS shall finance the
Fellow's remaining living expenses for five months and medical insurance for the duration of the Fellowship Program, in the same amount that the ES/IACHR pays its other fellows. If the payments made by the Promise Institute and GS/OAS are insufficient to pay for the Fellow's living and other expenses in Washington, D.C., then the Fellow shall be responsible for paying any additional costs incurred to participate in the Fellowship Program.

d. **Fellowship Contract:** The Fellow will sign a contract with the GS/OAS, containing all applicable terms and conditions, such as: (i) a description of the activities to be completed by the Fellow; (ii) the Fellow's financial responsibilities; (iii) causes for termination of the Fellowship, including, among others, breach of contract by the Fellow, and if the GS/OAS determines that it is unsatisfied with the Fellow's performance; (iv) the Fellow's obligation to maintain confidentiality and discretion; and (v) the Fellow's commitment to writing a report at the end of the Fellowship regarding the work performed.

**ARTICLE III**

**OTHER SPECIAL COOPERATION RELATIONS**

3.1 In addition to the provisions in Article II of this Agreement, the Parties shall give consideration to developing other special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding, or an exchange of letters in accordance with Article 4.3 of this Agreement, which shall:

a) Promote programs that teach students and professionals about the Inter-American Human Rights System and its standards through the study of cases resolved by the IACHR and the Inter-American Court of Human Rights;

b) Strengthen the Inter-American Human Rights System through the promotion of its standards and protection mechanisms;

c) Design and implement joint research projects;

d) Exchange bibliographic materials, and provide access to databases and general information;

e) Provide specialized training in international human rights law to academics, students, public servants, and civil society in general;

f) Collaborate on teaching about and promoting the Inter-American Human Rights System at all levels of education; and

g) Organize joint meetings and activities to address matters of common interest.

3.2 Any supplementary agreements, memoranda of understanding, or letters of agreement entered into pursuant to Article 4.3 below, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

**ARTICLE IV**

**IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES**
4.1 Within two months after the signing of this Agreement, and thereafter before the 31st of January of each year, each Party shall present to the other a written document containing its work program for the current calendar year in relation to the subject matter of this Agreement.

4.2 The work programs referred to in subsection 4.1 shall contain proposals for the joint implementation of programs, projects, and/or activities of common interest, in accordance with Article 4.3 of this Agreement.

4.3 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 terms and 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, among other things, the following:

a. Name of 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 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 related 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 V

FINANCIAL PROVISIONS

5.1 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, Articles III and IV of this Agreement do not create obligations of a financial nature for either of the Parties.

5.2 In connection with the Fellowship Program described in Article II of this Agreement, the Promise Institute for Human Rights will provide the Fellow with a one-time stipend to cover any costs incurred by the Fellow to provide support services to the ES/IACHR. The Promise Institute for Human Rights commits to providing a $5,000 stipend to fund the research and expenses of the Fellow for one month under the same conditions as the ES/IACHR provides the Fellow. This $5,000, which will be a one-time payment, will cover the costs of round-trip air transportation, visa processing, and the living expenses of the Fellow during the first month of the Fellow's stay at the
ES/IACHR. The ES/IACHR commits to finance the Fellow for five months under the same conditions as the ES/IACHR provides all fellows (no less than $3,200 per month).

ARTICLE VI
COORDINATION AND NOTIFICATIONS

6.1 Within the GS/OAS, the entity responsible for coordinating GS/OAS activities under this Agreement is the ES/IACHR and its Coordinators are Mr. Paulo Abrao, Executive Secretary of the IACHR; Ms. Norma Colledani, Coordinator of the Section of Technical Cooperation and Public Policies; and Constanza Argentieri, Specialist with the Section of Technical Cooperation and Public Policies. Notifications and communications should be directed to the Coordinators at the following address, telephone numbers, and electronic mail:

Paulo Abrao
Executive Secretary of the IACHR
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
E-mail: cidhdenuncias@oas.org

Norma Colledani
Coordinator of Technical Cooperation and Public Policies
General Secretariat of the Organization of American States
1889 F Street, N.W.
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United States of America
Tel.: (1-202) 370-4960
E-mail: ncolledani@oas.org

Constanza Argentieri
Specialist with the Section of Technical Cooperation and Public Policies
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-0781
E-mail: cargentieri@oas.org

6.2 Within the Promise Institute for Human Rights, the person responsible for coordinating the activities under this Agreement as Coordinator is Professor Tendayi Achiume, Assistant Professor of Law. Notifications and communications should be directed to the Coordinator at the following address, telephone number and electronic mail:
6.3 The Parties may jointly appoint any of the Coordinators listed in Articles 6.1 and 6.2, or any other person on an honorary basis, as Liaison of the Parties. The Liaison shall be responsible for monitoring and coordinating on behalf of both Parties the activities that are the subject of this Agreement.

6.4 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 6.1 and 6.2 above. When 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 the Parties to the electronic address of the Coordinator of the other.

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

ARTICLE VII
PROTECTION OF INFORMATION

7.1 The Parties expressly agree to protect information to which they may have access as a result of the terms of this Agreement. No such information may be disseminated, transmitted and/or disclosed to a third party without the prior written consent of the Party that provided it, subject to the internal norms, rules, and regulations that control each of the Parties.

7.2 All information (including files, documents, and electronic data, regardless of the medium in which they are found) belonging to the GS/OAS used by the Promise Institute or the Fellow shall remain property of the GS/OAS. Neither the Promise Institute nor the Fellow may withhold such information or copies of the same beyond the term of this Agreement, or the term of the information's controlling contracts. Neither the Promise Institute nor the Fellow may use that information for any purpose other than the performance of this Agreement, or the performance of activities realized by the Parties to support the ES/IACHR.

ARTICLE VIII
NO EMPLOYMENT RELATIONSHIP AND CIVIL RESPONSIBILITY

8.1 The professionals commissioned by each of the Parties for the performance of this Agreement shall continue under the direction of and be subject to the institution that commissioned them. Thus, no labor obligations shall be created with the other Party, and in no case shall the other Party be considered an employer of any type for purposes of joint and several liability. The Parties assume full responsibility for the claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees and contractors.
8.2 If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Agreement, the responsible Party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible Party shall further be required to indemnify the other Party for any damages it may suffer as a result of these claims, including court costs and attorney’s fees.

8.3 The Parties recognize that at no time does the Fellow selected to participate in the Fellowship Program, pursuant to Article II of this Agreement, enjoy the rights and benefits of staff members of the GS/OAS.

8.4 The Promise Institute shall defend, indemnify, and release from liability the GS/OAS with respect to any claim related to this Agreement put forth by the Fellow, or any third party.

ARTICLE IX
INTELECTUAL PROPERTY

9.1 Nothing in this Agreement shall affect the ownership of the intellectual and industrial property rights of the Parties, nor does it assign any property rights or grant licenses or any other right to use any intellectual property.

9.2 Neither the Promise Institute nor the Fellow shall have title, authorship, patent, or other property rights with respect to the product or service provided under this Agreement. All such rights shall belong to the GS/OAS. At the request of the GS/OAS, the Promise Institute shall assist with ensuring and conveying ownership of the intellectual rights produced under this Agreement to the GS/OAS.

9.3 In the event the Parties decide to jointly create or commission any work from which intellectual property rights are derived, the Parties shall discuss and agree on how to proceed, taking into account their respective main areas of interest and the contributions made by each. The Parties shall commit to formalizing these terms in a specific written agreement that is signed by both Parties.

ARTICLE X
PRIVILEGES AND IMMUNITIES

10.1 Nothing in this Agreement 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 Articles 133, 134, and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America on June 19, 1951, relevant agreements, including the Headquarters Agreement between the Organization of American States and the Government of the United States of America signed on May 14, 1992, applicable national law, or the general principles and practices of international law.

ARTICLE XI
DISPUTE RESOLUTION
11.1 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 4.3, 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 for International Trade Law (UNCITRAL) currently in effect. The place of arbitration shall be Washington, D.C., USA. The language of the proceedings shall be English. The three arbitrators or, as the case may be, the one arbitrator, shall decide the dispute as amiable compositeur or ex aequo et bino. The arbitrator’s decision shall be final, binding, and not subject to appeal.

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

ARTICLE XII
GENERAL PROVISIONS

12.1 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 X, and the Promise Institute agree to comply with the provisions of the Inter-American Convention against Corruption and with the applicable norms of the United States of America and any other country in which the programs, projects, and/or activities are executed in accordance with Article 4.3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement, pursuant to Article 12.4.

12.2 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.

12.3 This Agreement shall enter into force upon the latest date of signature by the duly authorized representatives of the Parties, and shall remain in force for five (5) years. Nevertheless, the Parties may extend the validity of this Agreement by mutual consent expressed in writing by their duly authorized representatives, or they may pursue anticipatory termination in accordance with Article 12.4.

12.4 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 calendar days notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding, and letters referred to in Article 4.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

12.5 Articles VII, VIII, IX, X and XI shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized, have signed this Agreement in duplicate on the dates and at the places indicated below.
BY THE PROMISE INSTITUTE

Asli Bali
Faculty Director
The Promise Institute for Human Rights at UCLA School of Law

Place: UCLA
Date: July 26, 2018

BY THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES:

Paulo Abrao
Executive Secretary
Executive Secretariat of the Inter-American Human Rights Commission

Place:
Date: