COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
THE INTERNATIONAL HUMAN RIGHTS CLINIC AT RUTGERS LAW SCHOOL

THE PARTIES IN THE AGREEMENT, the International Human Rights Clinic at Rutgers Law School (hereinafter “IHR Clinic”), located at 123 Washington Street, Newark, New Jersey 07102, represented by the Clinic Director, Penny Venetis, Clinical Professor of Law, and the General Secretariat of the Organization of American States (hereinafter “GS/OAS”), a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C., 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter “ES-IACHR”), represented by IACHR Executive Secretary, Paulo Abrão.

CONSIDERING:
That the Inter-American Commission on Human Rights (“IACHR”) is a principal and autonomous organ of the Organization of American States (OAS) whose mission is to promote and protect human rights in the American hemisphere, and along with the Inter-American Court of Human Rights, is an institution of the Inter-American Human Rights System;
That the IHR Clinic is a clinical education program at Rutgers Law School in Newark, New Jersey, USA, which pursues cases and projects in U.S. courts and international tribunals to address human rights violations occurring within and beyond U.S. borders;

That the IHR Clinic prepares law students to be human rights lawyers, providing them with essential lawyering skills while assuming and growing into the role of a lawyer, with responsibilities that include: interviewing clients, investigating facts, conducting discovery, crafting legal theories, preparing for oral arguments, and researching and drafting briefs;

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

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 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 Cooperation Agreement (hereinafter "Agreement"):  

ARTICLE I
PURPOSE

1.1: The purpose of this Agreement is to establish a framework for cooperation between the Parties to carry out specific programs, projects and activities that promote the goals of the Inter-
American Human Rights System and provide IHR Clinic students with specialized training and experience in solving the current problems of the Hemispheric Human Rights Agenda.

ARTICLE II

SPECIAL COOPERATION RELATIONS

2.1: The Parties may establish special cooperation relationships in areas of common interest through supplementary agreements, memoranda of understanding or through the exchange of letters, as provided in Article 3.3 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 mechanism;

   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 to academics, students, public servants, and civil society in general;

   f. Exchange specific documents and information regarding work programs that are of interest to both Parties to the extent that confidentiality restrictions permit and the financial resources of the Parties allow;

   g. Collaborate on teaching about and promoting the activities of the Inter-American Human Rights System; and
h. Conduct joint activities to address issues of common interest.

2.2: The supplementary agreements, memoranda of understanding or letters of agreement signed under Article 3.3 shall be governed by the provisions of this Agreement, unless the Parties expressly modify them through these instruments.

ARTICLE III
IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS AND/OR JOINT ACTIVITIES

3.1: Within one month of the signing of this Agreement and before August 15 of each year, each Party shall submit to the other a written document containing the work program for the current calendar year with respect to the subject matter of this Agreement.

3.2: The work programs referred to in Article 3.1 shall contain proposals for the joint implementation of programs, projects and/or activities of common interest in accordance with Article 3.3 of this Agreement.

3.3: Once the Parties have decided on the programs, projects and/or activities to be implemented, and have obtained the authorization and the respective funds, the Parties shall draft a supplementary agreement, memorandum of understanding or exchange letters with the terms and conditions applicable to the program, project and/or activity. Each supplementary agreement, memorandum of understanding or exchange of letters must be signed by the duly authorized representatives of the Parties and specify, among others, the following aspects:
a. Name of the program, project and/or activity agreed upon;

b. Definition of the objectives that are pursued;

c. Dependencies of each of the Parties that will execute the program, project or activity;

d. Description of the work plan: phases, planning and development calendar;

e. The budget; and 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 amount thereof), the schedule of contributions and, where appropriate, the ownership of the material resources that are acquired;

f. A provision related to the coordination, notification and monitoring of the program, project and/or activity; and

g. A provision that recognizes this Agreement as the programmatic and legal framework of 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 NOTIFICATIONS

5.1: The responsible unit within the GS/OAS to coordinate the activities of the GS/OAS is the ES-IACHR according to this Agreement and its Coordinators are Mr. Paulo Abrao, Executive
Secretary of the IACHR, Norma Colledani, Coordinator of the ES-IACHR Section of Technical Cooperation and Public Policies, and Maria Clara Nazar, Specialist of the ES-IACHR Section of Technical Cooperation and Public Policies. Notifications and communications should be addressed to the Coordinators to the following street addresses and electronic mails:

Paulo Abrao
IACHR Executive Secretary
General Secretary of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel.: (1-202) 370-4983
Email: cidhdenuncias@oas.org

Norma Colledani
Coordinator of the ES-IACHR Section of Technical Cooperation and Public Policies
General Secretary of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel.: (1-202) 370-4960
Email: ncolledani@oas.org
Maria Clara Nazar

Specialist of the ES-IACHR Section of Technical Cooperation and Public Policies

General Secretary of the OAS

1889 F Street, N.W.

Washington, D.C., 20006

United States of America

Tel.: (1-202) 370-5464

Email: mnnazar@oas.org

5.2 The responsible unit within the IHR Clinic to coordinate the activities of the IHR Clinic is the Clinic’s Director, Professor Penny Venetis, according to this Agreement and its Coordinator is Kaiwan Perez, her Administrative Assistant. Notifications and communications should be addressed to the Coordinator to the following addresses and email:

Professor Penny Venetis

International Human Rights Clinic

Rutgers Law School

123 Washington Street

Newark, NJ 07102

Tel.: (1-973) 353-3240

Email: venetis@law.rutgers.edu

Kaiwan Perez

Rutgers Law School
5.3 The Parties may jointly appoint any of the Coordinators listed in Articles 5.1 and 5.2, 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. Notwithstanding, the Liaison will keep the Parties permanently informed about such activities, and will request the necessary authorizations from the Parties to carry them.

5.4: All communications and notifications under this Agreement will be validly made only when they are sent by post or electronic mail addressed to the Coordinators designated to receive communications related to this Agreement in Articles 5.1 and 5.2. 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 any of the Coordinators of the other.

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

ARTICLE VI
PROTECTION OF INFORMATION
6.1 The Parties expressly agree to protect the 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 govern each of the Parties.

6.2 All information (including files, documents, and electronic data, regardless of the medium in which they are found) belonging to the GS/OAS used by IHR Clinic shall remain property of the GS/OAS. IHR Clinic shall not withhold such information or copies of the same beyond the term of this Agreement. IHR Clinic shall not use that information for any purpose other than the performance of this Agreement.

ARTICLE VII
NO EMPLOYMENT RELATIONSHIP AND CIVIL RESPONSIBILITY

7.1 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, 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.

ARTICLE VIII
INTELLECTUAL PROPERTY
8.1 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.

8.2 The IHR Clinic shall not 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 IHR Clinic shall assist with ensuring and conveying ownership of the intellectual rights produced under this Agreement to the GS/OAS.

8.3 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 IX

PRIVILEGES AND IMMUNITIES

9.1 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 on June 19th, 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 on
May 14th, 1992; relevant agreements and pursuant to general principles and practices of international law.

ARTICLE X

DISPUTE RESOLUTION

10.1: 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 3.3, 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 on International Trade Law (UNCITRAL). 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 bono. The arbitrator’s decision shall be final, binding, and not subject to appeal.

10.2. The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, United States of America

ARTICLE XI

GENERAL PROVISIONS

11.1: 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 IX of this Agreement, and IHR Clinic agree to comply with the provisions of the Inter-American
Convention Against Corruption and with the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 3.3. Failure to comply with this provision shall constitute grounds for the early termination of this Agreement, pursuant to Article 11.4.

11.2: 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.

11.3: This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force for a period of two years. Nonetheless, the Parties may extend the validity of this Agreement by mutual consent expressed in writing by their duly authorized representatives.

11.4: This Agreement may be terminated by mutual consent or by either of the Parties by written notice from one to the other with no less than thirty (30) calendar days' notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding, or letters referred to in Article 3.3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

11.5: Articles VI, VII, VIII, IX and X shall survive the expiry or the termination of this Agreement.
In witness thereof, the representatives of the Parties, duly authorized for this purpose, sign this Agreement in two original copies in English, both texts being equally authentic, in the places and dates indicated below:

For the Rutgers Law School
International Human Rights Clinic

Penny Venetis
Clinic Director
Rutgers Law School

Date: 9/27/19
Place: Washington DC

For the General Secretariat of the
Organization of American States

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

Date:
Place: