MEMORANDUM OF UNDERSTANDING BETWEEN THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES AND LOYOLA UNIVERSITY OF CHICAGO SCHOOL OF LAW CONCERNING JOINT COOPERATION ON CAPACITY-BUILDING TO STRENGTHEN THE RULE OF LAW IN THE AMERICAS

The General Secretariat of the Organization of American States ("GS/OAS"), through the Executive Secretariat of the Inter-American Commission of Women ("CIM") and the Loyola University Chicago ("LUC"), jointly referred to as the "Parties",

WHEREAS the Organization of American States ("OAS") is a public international, intergovernmental organization whose objectives are, inter alia, to encourage, promote and protect human rights within the framework of international and inter-American legal instruments, strengthen democratization and democratic governance and ensure peace, security and stability on the continent;

WHEREAS the Inter-American Commission of Women ("CIM") is a specialized organization of the OAS whose objectives are, inter alia, to support OAS Member States in their compliance with their respective international and inter-American commitments on women's human rights and gender equity and equality, and to support the efforts of Member States to promote full and equal access, participation, representation, leadership and influence of women in the civil, political, economic, social, and cultural spheres;

WHEREAS GS/OAS wishes to strengthen its capacity to pursue the above objectives and to ensure that OAS Member States make progress towards the formulation and implementation of laws and public policies that will prioritize meeting these objectives;

WHEREAS LUC is an institution of higher learning offering both undergraduate and graduate level programs, established as a non-profit corporation under the law of the State of Illinois in the United States, and which has maintained a branch in Rome, Italy since 1962;

WHEREAS LUC, in pursuit of its mission, is working to expand knowledge in the service of humanity and the pursuit of social justice, and has established a new one-year graduate level program on Rule of Law for Development, known as the PROLAW program ("PROLAW"), which is convened at the LUC campus in Rome;

WHEREAS the purpose of PROLAW is to increase the quality and sustainability of national and international efforts to promote the rule of law; and

WHEREAS GS/OAS and LUC wish to cooperate in pursuit of their respective objectives,

NOW THEREFORE the Parties hereby agree as follows:
Article 1
Purpose

The purpose of the Memorandum of Understanding ("MoU") is to provide the general framework through which the Parties shall develop their cooperation.

Article 2
Scope of Agreement

GS/OAS and LUC will undertake as necessary actions to implement a program of cooperation whose objectives shall be:

A. Strengthening the capacity of GS/OAS staff in the achievement of the objectives of strengthened democratic governance and rule of law, regional integration and sustainable development;

B. Strengthening the capacity of institutions within the American States and other organizations of the inter-American System in enhancing the rule of law.

Article 3
Modalities of Cooperation

GS/OAS and LUC shall undertake the following joint actions in pursuit of the above objectives:

A. Ensure participation of relevant GS/OAS staff, OAS Member State officials, organizations of the inter-American system and their close advisors in the PROLAW program through academic fellowship and scholarship initiatives arranged by the Parties;

B. Organization of short training programs in the region with GS/OAS and PROLAW representatives;

C. Research on the opportunities and challenges to the full implementation of the rule of law for women’s rights and gender equality in the Americas, in collaboration with CIM;

D. Receiving (on the part of GS/OAS) and sending (on the part of LUC) fully-funded excellent American graduates of the PROLAW LLM for practical work at relevant dependencies of the GS/OAS, including CIM, for a duration of between six (6) months and one (1) year;

E. Exchange of public documentation; and

F. Monitoring and evaluation of the impact of this program of cooperation.

Article 4
Implementation of Cooperation

The Parties shall:

1. Undertake the necessary arrangements to ensure satisfactory implementation of the MoU. This shall be through the establishment of a Technical Working Committee;
2. The Committee shall exchange views on all aspects of this MoU and the programs implemented hereunder, and discuss future actions and shall review progress and elaborate an outline of detailed actions for cooperation on a regular basis.

3. Agreements made during these meetings regarding future actions shall be reduced to detailed jointly agreed work plans;

4. The Parties shall assign respective overall program coordinators at their respective headquarters who shall be responsible for coordinating and monitoring the implementation of this MoU.

Article 5
Costs

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 MoU for the joint implementation of programs, projects and/or activities, this MoU in and of itself does not create obligations of a financial nature for either of the Parties.

2. The Parties shall enter into supplementary agreements, memoranda of understanding or exchange of letters in accordance with Article 11 with respect to responsibilities for and administration of the costs related to any specific initiative undertaken hereunder.

Article 6
Privileges and Immunities

Nothing in this MoU shall constitute an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel, and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

Article 7
Duration

1. This MoU shall expire after a period of five (5) years from the date of signature by the duly authorized representatives of the Parties.

2. On expiry, the cooperation shall be reviewed by the Parties. Pending the outcome of this review, the Parties may extend the MoU for a further period by written agreement.

Article 8
Authorized Representatives

The Parties have designated their Authorized Representatives and provided their respective contact details as set forth below. The Parties agree to notify each other in writing of subsequent changes of Authorized Representatives. All official notices and communications under this MoU shall be made between the Authorized Representatives.

Initial Designations of Authorized Representatives:

For GS/OAS: Executive Secretary

For LUC: PROLAW Program Director
Article 9
Settlement of Disputes

Any dispute which arises hereunder shall be settled amicably through 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. The decision shall be final and binding and not subject to appeal.

Article 10
Termination

Either Party may terminate the MoU upon 90 days written notice to the other Party. Termination shall be effectuated in a manner which does not diminish the commitments of the Parties arising before the date of termination.

Article 11
Supplementary Arrangements and Amendments

1. The Parties may, by a simple exchange of letters, enter into supplementary agreements within the scope of the MoU;

2. This MoU may be amended by mutual written consent of the Parties.

Article 12
Effective Date

This MoU shall come into effect on the date of the last signature hereto.

The Parties have indicated their agreement to the terms of this MoU by the signatures of their Authorized Representatives.

For GS/OAS:

Nestor Mendez
Assistant Secretary General
Organization of American States

Place:

Date:

For LUC:

David Yellen
Dean, School of Law
Loyola University Chicago

Place:

Date: