

ACUERDOS BILATERALES

Clasificación: 11-2016.

Fecha de Ingreso: 2 de Marzo 2016.

Nombre del Acuerdo: Cooperation Framework between the General Secretariat of the Organization of American States and the University of the West Indies, Faculty of Law at Mona.

Materia: Framework of Cooperation Mechanism between the Parties in order to Foster a Genuine and mutually beneficial collaboration.

Partes: GS/OAS and the University of the West Indies, Faculty of Law at Mona.

Referencia: University of the West Indies, Faculty of Law at Mona.

Fecha de Firma: 02/15/2016.

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: Kingston, Jamaica

Unidad Encargada:

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:

COOPERATION FRAMEWORK AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

AND

THE UNIVERSITY OF THE WEST INDIES, FACULTY OF LAW AT MONA

THE PARTIES IN THIS AGREEMENT, the General Secretariat of the Organization of American States (hereinafter "GS/OAS"), a public international organization, with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, United States, represented by its Secretary General, Luis Almagro, and the Faculty of Law of the University of the West Indies (hereinafter "UWI Faculty of Law at MONA"), being a full faculty established within the University of the West Indies, which is a body corporate regulated by Statutes made pursuant to Royal Charter granted since 2 April 1962, located at Mona, Kingston 7, Jamaica, through the Mona Law Institutes Unit (hereinafter "MLIU"), represented by its Dean, Derrick McKoy,

CONSIDERING:

That through Article 3 a) of the Charter of the Organization of American States (OAS) the American States reaffirm as a principle that international law is the standard of conduct of States in their reciprocal relations;

That the first paragraph of the Declaration of Panama on the Inter-American Contribution to the Development and Codification of International Law reiterates the commitment of the OAS Member States to continue promoting the progressive development and codification of inter-American international law as a suitable way to strengthen relations of peace and solidarity among the states of the America;

That the Inter-American Program for the Development of International Law urges the GS/OAS to promote agreements with various entities for the teaching and dissemination of Inter-American law to facilitate promulgation of the latest political development in the field of International and Inter-American Law;

That MLIU was formally established on 1 January 2015, within the UWI Faculty of Law at Mona, after having been approved by the Finance and General Purposes Committee of the Mona Campus, University of the West Indies on 26 November 2014, with broad objectives to include providing opportunities for expanding exchange of knowledge and research, consulting and advocacy, supporting the development of inter-disciplinary teaching and research, providing administrative, academic and technical support for postgraduate legal training, encouraging the development of specialist interest groups for practitioners and academics, community outreach, and establishing a services support center;

That the MLIU is geared to implementing or working towards the implementation of several initiatives, including through new or existing cooperation arrangements with or assistance from academic institutions, governmental and non-governmental entities, regional and international organizations in the field of Economic Law and Development as well as in other areas;

That one of the functions of the GS/OAS is to establish partnerships with international and local organizations to promote the principles, policies and actions established in international law; and

That the GS/OAS is the central and permanent organ of the OAS and has the authority to establish and promote relations of cooperation in accordance with Article 1 12(h) of the Charter of the OAS and OAS General Assembly Resolution AG/RES 57 (I-0/7 1),

HAVE AGREED to enter into this Agreement:

ARTICLE 1

Purpose

The purpose of this Agreement is to establish a regulatory framework of cooperation mechanisms between the Parties in order to foster a genuine and mutually beneficial collaboration.

ARTICLE 2

Special Relations of Cooperation

2.1 The Parties shall consider developing special relations of cooperation on matters of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with this Article 2.2, particularly focusing on the following areas:

- i. Promotion and dissemination of international law and the inter-American system.
- ii. Development and implementation of legal cooperation projects, *inter alia*, to train and update professionals and future professionals and practitioners on matters such as public and private international law, the inter-American system and legal standards adopted by the OAS, arbitration and trade, the relationship between domestic and international law, the relevance of the rule and law, and the relationship between civil and common law, among others.
- iii. Joint organization of and participation in other conferences, seminars, roundtables, discussions and other events in order to exchange experiences and best practices and to facilitate a dialogue amongst public officials, members of the academia, representatives of international organizations, civil society organizations and private actors in the areas mentioned in Article 2.1 ii above.

2.2 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:

- i. The agreed-upon program, project and/or activity;
- ii. The objectives sought;
- iii. The dependencies of each of the Parties that will execute the program, project and/or activity;
- iv. The work plan: stages, planning and chronology of development;
- v. 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;
- vi. A provision relating to the coordination, notification and follow-up of the program, project and/or activity; and
- vii. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project or activity.

2.3 Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 2.2 above, shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

ARTICLE 3

Reciprocal Consultation

The Parties may consult on matters of mutual interest in order to determine the means they consider most appropriate for achieving the full effectiveness of the objectives of this Cooperation Agreement.

ARTICLE 4

Financial Provisions

Without prejudice to what the Parties may provide in 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 5

Privileges and Immunities

Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities enjoyed by the OAS, the GS/OAS, its organs, its staff and its property and assets, in accordance with Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of Jamaica the 20 of August of 1969; the Agreement between the GS/OAS and the Government of Jamaica on the functioning in Kingston of the Office of the

GS/OAS in Jamaica dated March 12, 1971; the applicable national law; and the principles and practices of international law.

ARTICLE 6

Resolution of Disputes

6.1 Any dispute arising concerning the interpretation or implementation of this Agreement shall be resolved preferably through direct negotiations between the Parties. Failure to reach an agreement which is satisfactory to both Parties, they shall submit their differences to a mutually agreed 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, U.S.A. The proceedings shall be conducted in English. 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 7

Coordination and Notifications

7.1 Within the GS/OAS, the Department of International Law of the Secretariat for Legal Affairs is the dependency responsible for coordinating GS/OAS activities under this Agreement, and the Coordinator is Mr. Dante Negro, Director of the Department of International Law. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

General Secretariat of the OAS
Dante Negro
Director, Department of International Law
19th St. and Constitution Ave. N. W. [ADM-234] Washington D. C. 20006
USA
Tel. (1-202) 370-0743
F. :(1-202) 458-3293
E-mail: dnegro@oas.org

7.2 Within the UWI Faculty of Law at MONA, the MLIU is the dependency responsible for coordinating UWI Faculty of Law at MONA activities under this Agreement, and the Coordinator is Christopher P Malcolm, Director of MLIU. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

UWI Faculty of Law at MONA
Christopher P Malcolm
Director, Mona Law Institutes Unit

University of the West Indies
Mona, Kingston 7, Jamaica
Tel: (876) 927-1855; (876) 889-5952; (876) 881-5542
E-mail: Christopher.malcolm@uwimona.edu.jm; chris@malcolmgordonlaw.com

7.3 All communications and notifications arising from this Agreement shall be valid only if forwarded by post, fax or e-mail, and addressed to the coordinators at the addresses listed in Articles 7.1 and 7.2 of this Agreement. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one the Parties to the e-mail address of the Coordinator of the other Party.

7.4 Each Party may change the responsible dependency, the designated Coordinator, the address, telephone number, fax number or e-mail address indicated by notifying the other Party in writing.

ARTICLE 8

General Provisions

8.1 Amendments to this Agreement may only be made by mutual consent of the parties in writing. The instruments of amendment shall be attached to this Agreement and shall form part of it.

8.2 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 8.3 below.

8.3 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 ninety days' notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 2 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

8.4 Articles 5 and 6 shall survive the expiry or the termination of this Agreement.

8.5 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 5, and UWI Faculty of Law at MONA 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 2.2. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement pursuant to Article 8.3 above.

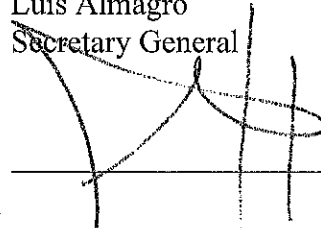
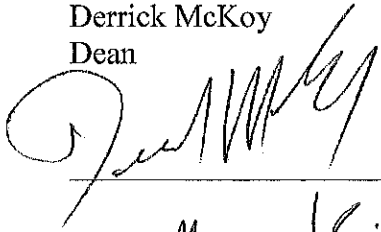
In witness whereof the duly authorized representatives of the Parties, have signed this Agreement in two originals, in English, on the date and at the place indicated below:

BY THE FACULTY OF LAW AT MONA,
UNIVERSITY OF THE WEST INDIES

BY THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES

Derrick McKoy
Dean

Luis Almagro
Secretary General



Place: *Mna, Kijstai justice*
Date: *15 Feb 2016*

Place:

