

ACUERDOS BILATERALES

Clasificación: 40-2016.

Fecha de Ingreso: 15 de Abril 2016.

Nombre del Acuerdo: Collaboration Agreement among the General Secretariat of the Organization of American States, Universidad Autónoma de México, through the Institute of Legal Research, Instituto Tecnológico y de Estudios Superiores de Monterrey (Campus Guadalajara), Chicago Knet College of Law, Center of Civil and Human Rights, Keough School of Global Affairs, University of Notre Dame DU LAC.

Materia: The purpose of this Agreement is to establish general mechanisms of cooperation for coordinating future academic activities between the Parties.

Partes: GS/OAS Universidad Autónoma de México, through the Institute of Legal Research, Instituto Tecnológico y de Estudios Superiores de Monterrey (Campus Guadalajara), Chicago Knet College of Law, Center of Civil and Human Rights, Keough School of Global Affairs, University of Notre Dame DU LAC.

Referencia:

Fecha de Firma: 5/17/2016

Fecha de Inicio:

Fecha de Terminación:

Lugar de Firma: México and Washington D.C.

Unidad Encargada: Secretariat for Legal Affairs

Persona Encargada:

Original:

Claves:

Cierre del proceso:

Notas adicionales:

COLLABORATION AGREEMENT

AMONG

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,

**UNIVERSIDAD NACIONAL AUTÓNOMA DE MÉXICO, THROUGH THE INSTITUTE OF
LEGAL RESEARCH (Reg. No. UNAM: 43512-3222-27-XI-15),**

**INSTITUTO TECNOLÓGICO Y DE ESTUDIOS SUPERIORES DE MONTERREY (CAMPUS
GUADALAJARA),**

CHICAGO KENT COLLEGE OF LAW,

AND

**CENTER FOR CIVIL AND HUMAN RIGHTS, KEOUGH SCHOOL OF GLOBAL AFFAIRS,
UNIVERSITY OF NOTRE DAME DU LAC.**

THE PARTIES IN THIS COLLABORATION AGREEMENT, the General Secretariat of the Organization of American States (hereinafter referred to as the "**GS/OAS**"), represented by its Secretary General, Mr. Luis Almagro; National Autonomous University of Mexico, through the Institute of Legal Research (hereinafter referred to as the "**UNAM**"), represented by its Secretary General, Dr. Leonardo Lomelí Vanegas, by the Humanities Coordinator, Dr. Domingo Alberto Vital, and by the Director of the Institute Dr. Pedro Salazar; Monterrey Institute of Technology and Higher Education Campus Guadalajara, (hereinafter referred to as "**ITESM CAMPUS GUADALAJARA**"), represented by its Support Director Ing. Juan Diego Castro Campoy and its Director of the Department of Law and International Relations, Pedro Alfonso Elizalde; Chicago Kent College Of Law (hereinafter referred to as "**CHICAGO KENT**"), represented by its Dean, Professor Harold J. Krent; and, the University of Notre Dame du Lac through the Center for Civil and Human Rights, Keough School of Global Affairs, (hereinafter referred to as "**CENTER FOR CIVIL AND HUMAN RIGHTS, KEOUGH SCHOOL OF GLOBAL AFFAIRS**"), represented by the Executive Director of University of Notre Dame Washington Program on behalf of the Keough School of Global Affairs, Professor Thomas More Kellenberg;

1. ;
2. Bearing in mind that the Charter of the Organization of American States (hereinafter referred to as the OAS) establishes that international law is the standard of conduct of States in their mutual relations;
3. Recalling also that the Charter of the OAS, grants the Inter-American Juridical Committee, the OAS's principal organ on juridical matters, prerogatives to establish cooperative relations with universities, institutes, and other teaching

centers, as well as with national and international committees and entities devoted to study, research, teaching, or dissemination of information on juridical matters of international interest;

4. Noting that the Declaration of Panama on the Inter-American Contribution to the Development and Codification of International Law reiterated the support of the OAS Member States to the codification and progressive development of international law, to its dissemination and to the means by which greater inter-American legal cooperation is enabled;
5. Noting also that the aforesaid Declaration expresses its intent that the OAS continue to perform an important task in providing training and information to jurists, diplomats, scholars, and officials across the region through courses, seminars, studies, and publications on international law and judicial cooperation;
6. Considering 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, including universities, institutes of international studies, and diplomatic academies, in order to encourage greater awareness of the legal heritage of the inter-American system and of the latest political and legal developments in the OAS framework;
7. Considering also that the **GS/OAS** serves as technical secretariat of the Inter-American Juridical Committee;
8. Bearing in mind that the **UNAM**, in accordance with Article 1 of its Organic Law published in the Official Gazette in January 6, 1945, is a public corporation and a decentralized agency, endowed with full legal capacity, which purpose is to provide higher education to train professionals, researchers, university professors and technicians useful to society; organize and conduct research primarily on national conditions and problems, and spread extensively the benefits of culture;
9. That the legal representation in this Institution, in accordance with Article 9 of its Organic Law and its General Statute 30, lies in its Rector, Dr. Enrique Luis Wiechers, who has, pursuant to Section I of Article 34 of the Statute itself, the power to delegate;
10. That Dr. Leonardo Lomelí Vanegas, in his capacity as Secretary General, and Dr. Domingo Alberto Vital Díaz, in his capacity as Coordinator of Humanities, under the Agreement that delegates and distributes powers for the signing of agreements, contracts and other consensual instruments in which the University is a party, published in the Gaceta UNAM September 5, 2011, are entitled to enter into this Agreement on his behalf;

11. That within its organizational and administrative structure is the Institute of Legal Research, which has the infrastructure and the materials and technical resources to fulfill the purpose of this document, such that its Director, Dr. Pedro Salazar Ugarte, is duly authorized to sign this instrument;
12. Bearing in mind that **ITESM (CAMPUS GUADALAJARA)** is an independent university with official recognition of studies, as stated in the Deed Number 22.243 dated December 20, 1988, signed before the faith of Lic. Fernando Arechavaleta Palafox, Public Notary No. 27, practicing in the city of Monterrey, Nuevo Leon, Mexico, and registered in the Public Registry of Commerce under number 286, Vol . 27 , Book 6, Section III Civil Association dated December 23, 1988;
13. It's Support Manager Ing. Juan Diego Castro Campoy is duly authorized to sign this agreement, as stated in the Deed No. 11,501 dated April 16, 2015, granted before Lic. Patricio Enrique Chapa Gonzalez, Public Notary No. 46 of the city of Monterrey, Nuevo Leon, which is duly registered in the Public Registry of Property and Commerce in that city under number 913, Vol. 54, Book 9 Section III Civil Associations, dated May 7, 2015, and that to date his powers have not been revoked or amended;
14. Bearing in mind that **CHICAGO KENT** is an academic institution with its principal mission being to provide legal education and training and foster research in a broad range of legal areas;
15. Bearing in mind that the **CENTER FOR CIVIL AND HUMAN RIGHTS, KEOUGH SCHOOL OF GLOBAL AFFAIRS** is an interdisciplinary academic institution with its principal mission being to provide legal education and foster research in a range of legal areas;
16. Recognizing that one of the functions of the **GS/OAS** is to establish cooperative relations with international and local organizations to promote the principles, policies and actions established in international law ; and,
17. Recognizing also that the **GS/OAS** is the central and permanent organ of the Organization of American States and has the authority to establish and promote relations of cooperation in accordance with Article 112(h) of the OAS Charter and OAS General Assembly Resolution AG/RES 57 (I-O/71).

AGREE to sign the present Collaboration Agreement (hereinafter referred to as the "Agreement"):

ARTICLE 1
Purpose

The purpose of this Agreement is to establish general mechanisms of cooperation for coordinating future academic activities between the Parties.

ARTICLE 2
Special Relations of Cooperation

The Parties shall consider developing special relations of cooperation on matters of common interest, particularly focusing on the following areas:

- a. Promotion and dissemination of international law.
- b. Promotion and dissemination of international human rights law and the Inter-American Human Rights System.
- c. Development and implementation of legal cooperation projects, *inter alia*, to train and update professionals and future professionals in the fields of work done by each entity.
- d. Joint organization of and participation in other cooperation activities, such as research, exchanges of experiences and best practices, and establishing forums to facilitate fluid dialogue with other networks and actors in the sector.
- e. Joint organization of and participation in conferences, seminars, roundtables discussions, and other events.

ARTICLE 3
Reciprocal Consultations

The parties to this Agreement shall coordinate and carry out meetings and activities on matters of mutual interest to achieve the purpose here expressed.

ARTICLE 4
Exchange of Information and Documents

The parties to this Agreement will form a committee to coordinate and carry out meetings and activities on matters of mutual interest to achieve the objectives herein, in particular to facilitate and evaluate the Agreement's implementation. Such meetings may be held virtually or face-to-face.

ARTICLE 5
Coordination and Notifications

5.1 Within the **GS/OAS** the Secretariat for Legal Affairs is responsible for coordinating activities under this Agreement. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Name: Jean-Michel Arrighi
Title: Secretariat for Legal Affairs
Area of work: OAS – General Secretariat
19th St. and Constitution Ave. N. W. [ADM-234]
City: Washington D. C. 20006
Country: United States of America
Phone: (1-202) 370 0643
Fax: (1-202) 458 6029
Email: jarrighi@oas.org

5.2 Within **UNAM**, the agency responsible for coordinating activities under this Agreement will be the Institute for Legal Research. Notifications and communications should be directed to the following address, and e-mail address:

Name: Dr. Pedro Salazar Ugarte
Title: Director
Area of work: Institute of Legal Research of the National Autonomous University of Mexico (UNAM), Circuito Mtro. Mario de la Cueva s/n, Ciudad de la Investigación en Humanidades, Coyoacán, ZIP 04510
City: Mexico City
Country: Mexico
Phone: (011 52) 55 56 22 74 74 ext. 1708, 1758
Email: pedsalug@yahoo.com

5.3 Within **ITESM (CAMPUS GUADALAJARA)**, the agency responsible for coordinating activities under this Agreement will be the Department of Law and International Relations. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Name: Pedro Alfonso Elizalde Monteagudo
Title: Director of the Department of Law and International Relations
Area of work: ITESM School of Business and Humanities, Av. General Ramón Corona 2514, Col. Nuevo México, C.P. 45201.
City: Zapopan, Jalisco
Country: Mexico
Phone: (011 52) 33 36 69 30 00

Fax: (011 52) 33 36 69 30 61
Email: pelizald@itesm.mx

5.4 Within **CHICAGO KENT**, Professor Edward C. Harris, Assistant Dean and Associate Professor for International LL.M. Programs will be responsible for coordinating activities under this Agreement. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Name: Professor Edward C. Harris
Title: Assistant Dean & Associate Professor for International LL.M. Programs
Area of Work: Chicago-Kent College of Law; 565 West Adams, Suite 330, 6066
City: Chicago, IL
Country: United States of America
Phone: (1-312) 906 5012
Fax: (1-312) 906 5355
Email: eharris@kentlaw.iit.edu

5.5 Within the **CENTER FOR CIVIL AND HUMAN RIGHTS, KEOUGH SCHOOL OF GLOBAL AFFAIRS**, Professor Douglass Cassel, Professor of Law, will be responsible for coordinating activities under this Agreement. Notifications and communications shall be forwarded to the Coordinator at the following address, fax number, and e-mail address:

Name: Professor Douglass Cassel
Title: Professor of Law & Notre Dame Presidential Fellow
Area of work: University of Notre Dame; 2155 Eck Hall of Law
City: Notre Dame, IN 46556
Country: United States of America
Phone: 574.631.7895
Fax: 574.631.4197
Email: Doug.Cassel@nd.edu

5.6 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 5.1, 5.2, 5.3, 5.4, and 5.5 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 Parties.

5.7 Each Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and /or e-mail address indicated herein, by notifying the other Parties in writing.

ARTICLE 6
Legal and Financial Provisions

6.1 Without detriment to that which is established by the Parties in specific agreements based on this Agreement for the joint implementation of programs, themes and / or activities related thereto, this Agreement by itself does not give rise to obligations of a financial nature for any of the Parties.

6.2 Any financial obligation incurred by the Parties as a result of this Agreement, or arising out of specific agreements based on this Agreement shall be subject to the decision of the competent authorities of the Parties concerning the availability of funds and the financial rules applicable to the Parties.

ARTICLE 7
Employment Relationship

The Parties agree that their personnel who participate in carrying out this Agreement will be understood to have an employment relationship exclusively with the Party that employs them; therefore, each Party assumes its own responsibility in this regard, and in no case will be considered a substitute or joint employer of the personnel of any other Party.

ARTICLE 8
Civil Responsibility

It is expressly agreed that the Parties will not incur civil responsibility for any damages or prejudices that may be caused as a consequence of chance events or of force majeure, particularly for academic or administrative work stoppages, with the understanding that once these events are overcome, the activities will be renewed in the form and terms determined by the Parties. To the extent provided by applicable law, the Parties assume full responsibility for damages arising from the acts or omissions of their respective agents, officers, employees and contractors involved in the Project, provided that any such act or omission was taken within scope of the performance of the individual's employment.

ARTICLE 9
Intellectual Property

Intellectual property derived from work carried out under this Agreement (publications of diverse kinds, articles, brochures, among others; as well as joint productions and their dissemination), will be subject to applicable provisions of law, intellectual property policies of the Parties, and specific instruments on the matter signed by the Parties, affording appropriate recognition to those who participated in producing these works,

while allowing the Parties to utilize in their activities specifically related to this Agreement, the information or results derived from the work.

ARTICLE 10
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 the Charter of the OAS, agreements and laws on the subject, and the principles and practices underlying international law.

ARTICLE 11
Resolution of Disputes

Any dispute arising concerning the interpretation or implementation of this Agreement shall be resolved through direct 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 alternative dispute resolution. The decision shall be final and binding and not subject to appeal.

ARTICLE 12
General Provisions

The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

Modifications 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.

This Agreement is effective upon signature by the duly authorized representatives of the Parties and remains in force for three (3) years unless terminated earlier by mutual consent or unilaterally for any reason by any party through written notice provided not less than three (3) months in advance to the other Parties. However, specific agreements signed by the Parties based on this Agreement shall continue until terminated under the terms agreed to therein, unless the Parties decide otherwise by mutual agreement in writing.

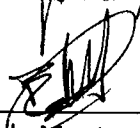
In witness whereof the duly authorized representatives of the Parties, have signed this Agreement in five originals in English and Spanish, places and dates indicated below:

ITESM- CAMPUS GUADALAJARA



Juan Diego Castro Campoy
Director of Support ITESM
Campus Guadalajara

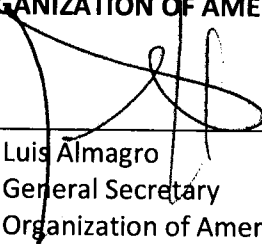
Place: Washington, DC
Date: 04/26/2016



Pedro Elizalde Monteagudo
Director of the Department of Law and
International Relations ITESM
Campus Guadalajara

Place: WASHINGTON, DC
Date: 04/26/2016

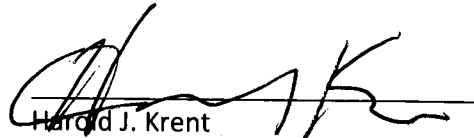
**GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES**



Luis Almagro
General Secretary
Organization of American States

Place: WASHINGTON, DC
Date: 04/26/2016

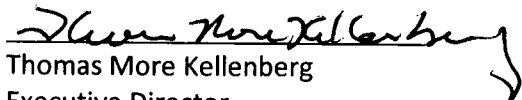
CHICAGO KENT COLLEGE OF LAW



Harold J. Krent
Dean
Chicago-Kent College of Law

Date: WASHINGTON, DC
Place: 04/26/2016


**CENTER FOR CIVIL AND HUMAN RIGHTS,
KEOUGH SCHOOL OF GLOBAL AFFAIRS,
UNIVERSITY OF NOTRE DAME DU LAC**



Thomas More Kellenberg
Executive Director
University of Notre Dame Washington Program
on behalf of the Keough School of Global Affairs

Place: WASHINGTON, DC
Date: 04/26/2016

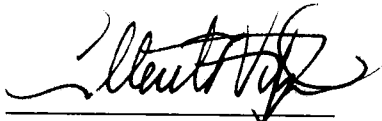
UNAM



Leonardo Lomelí Vanegas
Secretary General

Place:


Date:



Domingo Alberto Vital Díaz
Coordinator of Humanities

Place:

Date:



Pedro Salazar Ugarte
Director

Place: Mexico
Date: 17/05/16