

## BILATERAL AGREEMENT

Classification: 72-2017

Entry Date: 9/8/2017

Name of Agreement: Cooperation Agreement between the American Bar Association and the General Secretariat of the Organization of American States

Subject: General framework to develop cooperative relations for the promotion of the rule of law, dissemination and development of international law within the inter-American system

Parties involved: GS/ ABA

Reference: ABA

Signature Date: September 22, 2017

Start Date:

End Date:

Place of Signature: Chicago, USA

Unit in Charge: Department of International Law


Person in Charge:

Original:

Key points:

Closure of proceedings:

Additional notes:

AMERICAN BAR ASSOCIATION  
OFFICE OF THE GENERAL SECRETARY  
APPROVED:   
Kevin Pak  
CON 13600  
2017.09.20  
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## COOPERATION AGREEMENT

Between

The American Bar Association

and

The General Secretariat of the Organization of American States

THE PARTIES TO THIS AGREEMENT, 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, represented by Luis Almagro, Secretary-General, and the American Bar Association (hereinafter "ABA"), a nonprofit organization, with headquarters at 321 N. Clark Street, Chicago, IL 60654, represented by Jack L. Rives, Executive Director

### CONSIDERING:

That the mission of the ABA is: to serve equally our members, our profession and the public by defending liberty and delivering justice as the national representative of the legal profession. The ABA achieves its mission through tireless work toward four goals: (1) serve its members, by providing benefits programs and services, (2) improve our profession, by promoting the highest quality legal education, competence, ethical conduct and professionalism, and pro bono and public service of the legal profession, and (3) eliminate bias and enhance diversity, and (4) advance the rule of law;

That the Organization of American States ("OAS") and its GS/OAS were established by the 1948 Charter of the OAS, the Preamble of which

expresses "the desire of the American peoples to live together in peace and, through their mutual understanding and respect for the sovereignty of each one, to provide for the betterment of all, in independence, in equality and under law," and that, pursuant to Article 3(a) of the Charter: "International law is the standard of conduct of States in their reciprocal relations";

That the Declaration of Panama on the Inter-American Contribution to the Development and Codification of International Law, AG/DEC. 12 (XXVI-O/96), states in its Recitals the commitment of 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 Americas";

That the Inter-American Program for the Development of International Law, AG/RES. 1845 (XXXII-O/02), urges the GS/OAS "[t]o promote ... agreements with various entities regarding the teaching and dissemination of inter-American law" to, generally, encourage greater awareness of the legal heritage of the inter-American system and the promulgation of the latest legal developments within the OAS framework;

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

That the GS/OAS and ABA wish to co-operate in pursuit of their respective missions and shared objectives; 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 112 (h) of the Charter of the OAS and General Assembly resolution AG/RES. 57 (I-O/71);

HAVE AGREED AS FOLLOWS:

## ARTICLE 1

### Purpose

- 1.1 The purpose of this Agreement is to establish the general framework through which the Parties shall develop their

cooperative relations for the promotion of the rule of law and the dissemination and development of international law within the inter-American system, among other possible shared objectives.

## ARTICLE 2

### Special Cooperation Relations

- 2.1 The Parties shall give consideration to developing special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding or an exchange of letters in accordance with Article 3.2 of this Agreement, which shall take into account:
- a. Development and implementation of legal cooperation projects, inter alia, to train and update lawyers, legal, paralegal and other professionals;
  - b. Joint organization of and participation in other cooperation activities, such as legal research, comparative research, exchanges of experiences and best practices;
  - c. Joint organization of and participation in conferences, seminars, roundtables discussions, and other events to promote dialogue among lawyers, government officials, diplomats and other professionals;
  - d. Integration of lectures by technical experts on various topics in the Inter-American Program for the Development of International Law, organized annually by the GS/OAS; and
  - e. Joint meetings to address matters of common interest.
- 2.2 Each Party may invite the other Party, at its discretion, to activities that are related to the items listed in Article 2.1, above. If possible, the hosting Party may exempt the other Party from or discount any applicable enrollment or registration fees.
- 2.3 Any supplementary agreements, memoranda of understanding or letters of agreement entered into pursuant to Article 3.2 below, shall

be governed by such supplementary agreements, but consistent with the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

### ARTICLE 3

#### Identification and Implementation of Programs, Projects, and/or Joint Activities

- 3.1. Either Party may, at any time, present to the other a written proposal for the joint implementation of any program, project and/or activities of common interest as contemplated pursuant to Article 2.1 of this Agreement, which must be memorialized in a supplemental agreement ("Supplemental Agreement") signed by both Parties.
- 3.2. Once the Parties have determined that any such program, project 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:
  - a. 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 and/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 relating 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.
- 3.3. It is understood that neither Party is obligated to accept any Proposal. It is further understood that this Agreement commits neither Party to accept a minimum number of Proposals. Each Party agrees that there is no requirement on either side to commit monetary resources of any kind under this Agreement unless both Parties agree to do so in a Supplemental Agreement.

#### ARTICLE 4

##### Reciprocal Consultation

- 4.1 The Parties agree to consult periodically, as may be necessary, and exchange information on matters of mutual interest in order to determine the means they consider most appropriate for achieving the full effectiveness of the purpose and objectives of this Agreement.

#### ARTICLE 5

##### Exchange of Information

- 5.1 The Parties may exchange information on matters of common interest on a regular basis by, among other things, inviting each other to participate in their conferences or meetings, in accordance with their existing rules and when such conferences or meetings address matters of common interest.

## ARTICLE 6

### Financial Provisions

- 6.1 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 any financial obligations between the Parties.
- 6.2 Although not presently contemplated, any financial obligations that may arise out of specific supplementary agreements, memorandums of understanding and/or exchange of letters entered into pursuant to Article 3 of this Agreement shall first require the approval of the Parties and are subject to the availability of funds and the financial rules applicable to the Parties.

## ARTICLE 7

### Coordination and Notifications

- 7.1 Within the GS/OAS the Department of International Law of 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:

Dante Negro  
Director  
Department of International Law, Secretariat for Legal Affairs  
19th St. and Constitution Ave. N. W. [ADM-234]  
Washington, D. C. 20006 USA  
Telephone: (1-202) 370-0743  
Fax: (1-202) 458-3293  
E-mail: [dnegro@oas.org](mailto:dnegro@oas.org)

- 7.2 Within the ABA, the Liaison Officer, and the Liaison to the OAS, of the ABA Section of International Law 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:

Liaison Officer and Liaison to the OAS  
c/o Section Director, Leanne Pfautz  
American Bar Association, Section of International Law  
1050 Connecticut Avenue, NW, Suite 400  
Washington, D.C. 2003  
E-mail: [Leanne.pfautz@americanbar.org](mailto:Leanne.pfautz@americanbar.org)

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

## ARTICLE 8

### Dispute Resolution

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



## ARTICLE 9

### Privileges and Immunities

- 9.1 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, the Headquarters Agreement between the Organization of American States and the Government of the United States of America signed on May 14, 1992, and other relevant agreements, applicable national law, or the general principles and practices of international law.

## ARTICLE 10

### General Provisions

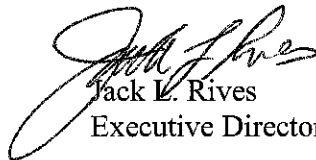
- 10.1 The Parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement. In addition, the GS/OAS, to the extent applicable and without prejudice to its privileges and immunities referred to in Article 9, and the ABA, agree to comply with the provisions of the Inter-American Convention Against Corruption, the Foreign Corrupt Practices Act, any other applicable anti-bribery and corruption laws that may be applicable, and the applicable norms of the country in which the programs, project and/or activities are executed in accordance with Article 3. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Agreement.
- 10.2 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.
- 10.3 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 10.4, below.
- 10.4 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 ninety (90) days' notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding and letters referred to in Article 3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.

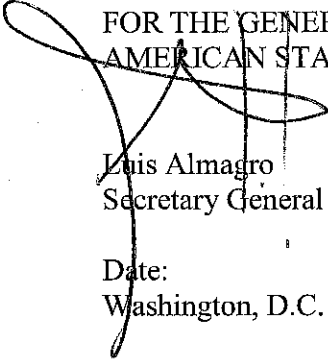
- 10.5 Articles 8 and 9 shall survive the expiry or the termination of this Agreement.
- 10.6 Both Parties agree that this Agreement and the activities contemplated hereunder do not authorize either Party to disseminate any policy statement that is attributable to either the ABA or GS/OAS without the written consent of both parties.
- 10.7 Ownership of any work materials created under this Agreement will be governed pursuant to the terms of any Supplemental Agreement.
- 10.8 The Parties understand that if funding for any activity under a Supplemental Agreement comes from government sources, the Supplemental Agreement must abide by the terms required under that funding source, without prejudice to the privileges and immunities of the GS/OAS referred to in Article 9.

IN WITNESS WHEREOF the duly authorized representatives of the Parties have signed this Agreement in two originals in the English language on the date and at the place indicated below.

FOR THE AMERICAN BAR ASSOCIATION

  
Jack L. Rives  
Executive Director

Date: 9/22/2017  
Chicago, Illinois



FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF  
AMERICAN STATES

Luis Almagro  
Secretary General

Date:  
Washington, D.C.