
COOPERATION AGREEMENT

BETWEEN

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

AND

DCAF - GENEVA CENTRE FOR SECURITY SECTOR GOVERNANCE

THE PARTIES IN THE AGREEMENT, the General Secretariat of the Organization of American States (hereinafter the “GS/OAS”), an international public organization with headquarters at 1889 F Street, N.W., Washington, D.C. 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereafter “ES/IACHR”), duly represented by its Executive Secretary, Ms. Tania Reneaum Panszi, and DCAF - Geneva Centre for Security Sector Governance (hereafter “DCAF”), a foundation, with address at Chemin Eugène-Rigot 2E, 1208 Geneva, Switzerland, duly represented by its Director, Ambassador Thomas Guerber, (each separately, a “Party” and together, the “Parties”)

CONSIDERING:

That DCAF is a foundation established under Swiss law, governed by a Foundation Council that comprises representatives of 63 member states and the Canton of Geneva, dedicated to making states and people safer through more effective and accountable security and justice;

That DCAF is engaged in several projects and programs in Latin America and the Caribbean, through which it supports stakeholders in building capacities for improved Security Sector Governance, based on the rule of law and respect for human rights;

That the Inter-American Commission on Human Rights (hereinafter “the IACHR”) is a principal and autonomous organ of the Organization of American States (hereinafter the OAS), entrusted with the promotion and protection of human rights in the hemisphere and, together with the Inter-American Court of Human Rights, it is an institution of the Inter-American Human Rights System;

That it is in the interest of the IACHR to disseminate the results of work related to human rights and to establish closer relations with various States bodies, universities and academic institutions in the Member States of the OAS;

That, in accordance with the Article 40 of the American Convention of 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 the GS/OAS is the central and permanent organ of the OAS and has the power to establish and foster cooperative relations in accordance with article 112 (h) of the OAS Charter and with the OAS General Assembly Resolution AG/RES.57 (I-O/71);

HAVE AGREED to sign this Agreement (The Agreement):

ARTICLE I

PURPOSE

1.1 The purpose of this Agreement is to establish a regulatory framework with respect to the development of a thematic report regarding the impact of private security on human rights (hereinafter the Report) for the SE/ICHR.

ARTICLE II

DCAF'S ROLE UNDER THIS AGREEMENT

2.1. Within the first 6 months of the effectiveness of this Agreement, DCAF shall submit a draft of the Report in English language that contains processed inputs from the research work for the preparation of the Report.

2.2. DCAF shall deliver the drafted Report to the SE/IACHR and will also produce, at a later stage, a Spanish language version of said draft.

2.3. DCAF shall cooperate with the SE/IACHR, its personnel, consultants and contractors for the optimal execution of the object of this Agreement, in particular, when possible, through participation in follow-up meetings and guidance on relevant documents published by the IACHR.

2.4 DCAF shall send all information it deems pertinent concerning the execution of the purpose of the Agreement, in particular taking into account the indications and modifications that the IACHR deems appropriate for the drafting of the Report.

2.5. The role of DCAF under this article is subject to the availability of capacity and appropriate funding.

ARTICLE III
ROLE OF THE ES/IACHR

3.1. The ES/IACHR shall deliver to the DCAF the material, publications and other kinds of documents necessary for the DCAF to develop the purpose of the Agreement in accordance with in Article II.

3.2 The ES/IACHR shall receive the draft sent by the DCAF.

3.3 The ES/IACHR shall edit the draft and make comments on the document within the term it considers relevant and return it to DCAF to work on adjustments it will deem appropriate, considering such comments.

3.4 The ES/IACHR shall send all information it deems pertinent concerning the execution of the purpose of this Agreement.

ARTICLE IV
FINANCIAL PROVISIONS

4.1 This Agreement alone does not imply obligations of a financial nature for the Parties.

ARTICLE V
COORDINATION AND NOTIFICATIONS

5.1 Within the GS/OAS, the dependency responsible for coordinating the activities of the GS/OAS according to this Agreement is the ES/IACHR and its Coordinators are Ms. Tania Reneaum Panszi, Executive Secretary of the IACHR; Debora Benchoam, Coordinator of the Section of Promotion, Training and Technical Cooperation; and Fiorella Melzi, Coordinator of the Section of Monitoring I. Notifications and communications should be addressed to the Coordinators at the following addresses and email:

Tania Reneaum Panszi
Executive Secretary of the IACHR
General Secretary of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel .: (1-202) 3704983
Email: cidhdenuncias@oas.org;

Debora Benchoam
Coordinator of Promotion, Training and Technical Cooperation
General Secretary of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America

Tel .: (1-202) 370-5409
Email: dbenchoam@oas.org

Fiorella Melzi
Coordinator of Monitoring I
General Secretary of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Tel.: (1-202) 370-5496
Email: fmelzi@oas.org

5.2 The point of contact responsible within DCAF for coordinating the activities under this Agreement is Jean-Michel Rousseau, Deputy Head of DCAF's Business and Security Division. Notifications and communications should be directed to the point of contact at the following address and email:

Jean-Michel Rousseau
Deputy Head, Business and Security Division
DCAF – Geneva Centre for Security Sector Governance
Chemin Eugène-Rigot 2E
1208 Geneva
Switzerland-
Tel.: +41 22 730 9478
Email: j.rousseau@dcaf.ch

5.3 All communications and notifications under this Agreement will be validly made when they are sent by mail, or email and are addressed to the Coordinators whose names are set out in Articles 5.1 and 5.2 of this Agreement. The Parties may agree on other modes of communication.

5.5 Either Party may change the responsible dependency, the designated Coordinator, the address, telephone or email, by notifying the other Party in writing.

ARTICLE VI

CONFIDENTIALITY, PROTECTION OF INFORMATION AND PRIVACY

6.1 The Parties expressly agree to protect and treat confidentially the information to which they may have access as a result of the terms of this Agreement. Such information may not 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 applicable to 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 DCAF shall remain the

property of the GS/OAS. DCAF may not withhold such information or their copies beyond the term of this Agreement. DCAF may not use that information for any purpose other than the performance of this Agreement.

6.3 To the extent that DCAF would share Personal Data, as defined by the General Data Protection Regulation (GDPR) of the European Union, the GS/OAS shall process such Personal Data in accordance with the GDPR.

ARTICLE VII NO EMPLOYMENT RELATIONSHIP AND CIVIL RESPONSIBILITY

7.1 The human resources commissioned by each of the Parties for the performance of this Agreement will 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.

7.2. If for any reason a third party should file a claim against one of the Parties in relation to the execution of this Agreement, the responsible Party shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. The responsible Party shall further be required to indemnify the other Part for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

ARTICLE VIII INTELLECTUAL PROPERTY

8.1 Nothing in this Agreement shall affect the ownership of the intellectual and industrial property rights of any of the Parties, nor shall it be considered as an assignment of rights or granting of any license or right to use intellectual property rights.

8.2 DCAF shall not have title, author, patent or other property right with respect to the product provided under this Agreement. All these rights correspond to the GS/OAS. At the request of the GS/OAS, DCAF will collaborate in ensuring ownership of the intellectual rights produced under this Contract and in its transfer to the GS/OAS.

8.3 Without conferring title, author, patent or other property right, the GS/OAS will dutifully acknowledge DCAF's contribution in the final product and in its communication on it.

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, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

ARTICLE X

DISPUTE RESOLUTION

10.1 Any dispute that may arise in conjunction with the application or interpretation of this Agreement shall be resolved by direct negotiation 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 for International Trade Law (UNCITRAL) currently in effect. The place of arbitration will be the city of Washington, D.C. The language of the proceedings shall be English unless the Parties agree otherwise. The three arbitrators or, as the case may be, the sole 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 this Agreement and the arbitration procedure is 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 that it is applicable and without prejudice to its privileges and immunities mentioned in Article IX, and the DCAF agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the activities are executed in accordance with this Agreement. Failure to comply with this provision shall constitute sufficient grounds for the early termination of this Agreement, pursuant to Article 11.4.

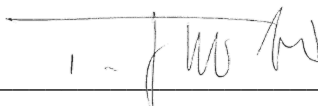
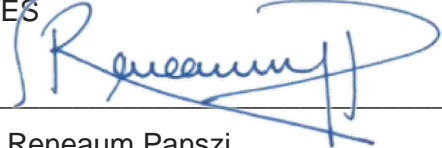
11.2 Modifications to this Agreement may only be made by mutual agreement expressed in writing by the representatives of the duly authorized Parties. Modifications shall be attached as annexes to this Agreement and shall form part of it.

11.3 This Agreement will enter into force upon signature by the authorized representatives of the Parties and shall remain in force until the complete execution of the object. Nonetheless, the Parties may extend the term 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 may be terminated by either of the Parties by written notice to the other party with not less than thirty calendar days in advance.

11.5 The validity of articles VI, VII, VIII, IX y X will survive the expiration or termination of this Agreement.

In witness whereof, 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:

<p>FOR DCAF– GENEVA CENTRE FOR SECURITY SECTOR GOVERNANCE</p>  <hr/> <p>Ambassador Thomas Guerber Director, DCAF – Geneva Centre for Security Sector Governance Place: Geneva, Switzerland Date: September 28, 2021</p>	<p>FOR THE GENERAL SECRETARIAT OF THE ORGANIZATION OF THE AMERICAN STATES</p>  <hr/> <p>Tania Reneaum Panszi Executive Secretary of the Inter-American Commission on Human Rights Place: Washington, DC Date: September 22, 2021</p>
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