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COOPERATION AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

AND

**CORNELL LAW SCHOOL'S INTERNATIONAL MIGRANTS BILL OF RIGHTS
INITIATIVE**

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 Street, N.W., Washington, D.C. 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter the ES/IACHR), duly represented by its Executive Secretary, Tania Reneaum Panszi, and the Cornell Law School (hereinafter "Cornell"), through its International Migrants Bill of Rights Initiative (hereinafter "IMBR Initiative"), a duly registered not-for-profit educational institution, with address at Myron Taylor Hall, Ithaca, NY 14853, duly represented by Jens David Ohlin, its Dean.

CONSIDERING:

That Cornell Law School's mission remains that articulated by Cornell President Andrew Dickson White upon the founding of the law school 120 years ago: "Our aim is to keep its instruction strong, its standard high, and so to produce ... a fair number of well-trained, large-minded, morally based lawyers in the best sense.";

That its IMBR Initiative conducts cutting-edge, interdisciplinary research on the human rights of migrants and then fosters opportunities for action and innovation to reshape the way governments treat people who cross international borders;

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

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 judicial bodies and the principal universities of the Member States of the OAS;



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That, in accordance with 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 General Assembly Resolution AG/RES. 57 (I-O/71),

HAVE AGREED to sign this Agreement:

ARTICLE I OBJECT

1.1 The purpose of this Agreement is to establish the bases of collaboration between the Parties to promote the use of the Inter-American Human Rights System and its standards among the university community and the general public, as well as to provide students and professionals with specialized training, thorough theoretical and practical tools that allow them to contribute to advance on the Hemispheric Human Rights Agenda.

ARTICLE II SPECIAL COOPERATION RELATIONS

2.1 The Parties may develop special cooperative relationships in areas of common interest through supplementary agreements, specific agreements, memoranda of understanding or through the exchange of letters, as provided in Article 3.3 of this Agreement, among which shall be taken into account:

- a) Promote the teaching of students and professionals about the Inter-American Human Rights System and its standards through the study of cases resolved by the IACHR and the Inter-American Court of Human Rights;
- b) Provide specialized training in International Human Rights Law to academics, students, public officials and civil society in general;
- c) Strengthen the Inter-American Human Right System by promoting its standards and protection mechanisms;
- d) Design and implement joint research projects';
- e) Exchange bibliographic material and access to databases and general information;
- f) Provide specialized training in International Human Rights Law to academics, student, public officials and civil society in general;



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- g) Collaborate reciprocally in teaching and promotion activities of the Inter-American Human Rights System at all levels of education; and
 - h) Conduct joint meetings to address matters of common interest.

2.2 The supplementary agreements, memoranda of understanding and letter signed under Article 3.3 shall be attached to this Agreement as an appendices, and shall be governed by the provisions of this Agreement, unless the Parties expressly provide otherwise in these instruments.

ARTICLE III IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS AND/OR JOINT ACTIVITIES

3.1 Within two months after the signing of this Agreement and before January 31 of each year, each Party shall submit to the other in writing a document containing the work program for the current calendar year with respect to the provisions of this Agreement.

3.2 These work programs will contain proposals for the joint implementation of programs, projects and/or activities of common interest in accordance with Article 3.3 of this Agreement

3.3 Once the Parties have decided on the programs, projects and/or activities to be implemented, and have obtained the authorization and the respective funds, the Parties will conclude a supplementary agreement, memorandum of understanding or exchange of letters with the terms and conditions applicable to the program, project and/or activity. Each supplementary agreement, memorandum of understanding or exchange of letters must be signed by the duly authorized representatives of the Parties and specify, among others things, the following:

- a. Name of the program, project and/or activity agreed upon;
- b. The objectives sought;
- c. The dependencies of each of the Parties that will execute the program, project 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 amount thereof), the schedule of contributions and, where appropriate, the ownership of the material resources that are acquired;
- f. A provision related to the coordination, notification and monitoring of the program, project and/or activity; and



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- g. A provision acknowledging this Agreement as the programmatic and legal framework of the program, project or activity.

ARTICLE IV FINANCIAL PROVISIONS

4.1 Without prejudice to what the Parties may provide in the supplementary agreements, memoranda of understanding and/or exchange of letters, signed under this Agreement for the joint implementation of programs, projects and/or activities, 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 entity responsible for coordinating GS/OAS activities under this Agreement is the ES/IACHR and its Coordinators are Tania Reneaum Panszi, Executive Secretary of the IACHR, and Debora Benchoam, Coordinator of the Section on Promotion, Training and Technical Cooperation, and Maria Clara Nazar, Specialist within this Section. Notifications and communications should be addressed to the Coordinator at the following addresses, telephone numbers, and electronic mail:

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 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

Maria Clara Nazar
Specialist of the Section of Technical Cooperation



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General Secretary of the OAS
1889 F Street, N.W.
Washington, D.C., 20006
United States of America
Email: mnazar@oas.org

5.2. Within the Cornell Law School's IMBR Initiative, the responsible areas to coordinate the activities under this Agreement are Ian Matthew Kysel, Visiting Clinical Assistant Professor of Law. Notifications and communications should be addressed to those responsible to the following addresses, telephone numbers and electronic mail:

Ian M, Kysel
Visiting Clinical Assistant Professor of Law
309 Myron Taylor Hall
Cornell Law School
Ithaca, NY 14853
lmk48@cornell.edu
(607) 255-5503

5.3 All communications and notifications that derive from these Agreements will be valid only when sent by mail or by email addressed to the Coordinators at the addresses indicated in paragraphs 5.1 and 5.2 of this Article. When communications and notifications are transmitted by electronic mail, they will be valid as long as they are sent directly from the electronic address of the Coordinator of one the Parties to the electronic address of the Coordinator of the other. Although all languages are deemed equally authentic, all official notices, communications, and proceedings under this Agreement and any supplementary agreements, memoranda of understanding and/or in the exchange of letters, signed under this Agreement, shall be delivered and conducted in English.

5.4 Either Party may change the entity responsible, the designated Coordinator, the indicated address, telephone or mail, by notifying the other party in writing.

ARTICLE VI CONFIDENTIAL INFORMATION

6.1 Confidential or proprietary information disclosed by either party to the other for purposes of performing the Projects or Joint Activities hereunder and which is clearly identified in writing by the disclosing party as confidential or proprietary information or that is of a nature such that the receiving party reasonably should know it is confidential or



proprietary (“Confidential Information”) shall be protected by the receiving party in the same manner and to the same degree that the receiving party uses to protect its own confidential or proprietary information. Notwithstanding the foregoing, neither party shall be required to keep confidential any information which (a) is or becomes publicly available in a manner not otherwise in violation of this Section; (b) is already in the receiving party’s lawful possession at the time of disclosure by the other party (and such fact can be clearly demonstrated by the receiving party); (c) is independently developed by that party outside the scope of this Agreement (or any supplementary agreements, memoranda of understanding and/or in the exchange of letters, signed under this Agreement) without reference to any Confidential Information; (d) is lawfully obtained from third persons not known to the receiving party to be in breach of any confidentiality obligation; or (e) must be disclosed pursuant to law or court order. If Confidential Information must be disclosed pursuant to law or court order, the receiving party shall (i) make reasonable efforts to give the disclosing party notice of such requirement prior to disclosure in order to permit the disclosing party to obtain, at its own expense, protective treatment of such Confidential Information, and (ii) use commercially reasonable best efforts to limit the disclosure only to what is required by law or such court order.

ARTICLE VII NO EMPLOYMENT RELATIONSHIP AND CIVIL RESPONSIBILITY

7.1 This Agreement shall not be construed to create a relationship of partners, employer/employee, servants, or agents between the Parties. The Parties to this Agreement are acting as independent contractors with respect to one another. The personnel commissioned by each of the Parties for the performance of this Agreement shall continue under the direction of and subject to the institution that commissioned them. Thus no labor obligations shall be created with the other Party, and in no case shall the other Party be considered an employer of any type for proposes of joint and several liability. As between the Parties, each Party agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees, and agents while acting in the scope of their employment or agency, and in furtherance of the activities under this Agreement.

7.2 To the extent permitted by law, Cornell and ES/IACHR shall each indemnify and hold harmless the other, its officers, agents, and employees, for liability, damages, and cost attributable to (i) the breach of this Agreement (or any supplementary agreements, memoranda of understanding and/or in the exchange of letters, signed under this Agreement) by, or (ii) the negligent acts or omission of, the indemnifying party, its officers, agents, and employees while acting in the scope of their employment or agency, and in furtherance of the activities described under this Agreement, provided, however, that



nothing herein shall be construed to require the indemnifying Party to indemnify the other Party for the indemnified Party's own negligence.

ARTICLE VIII INTELECTUAL PROPERTY

8.1 Nothing in this Agreement shall affect the ownership of any pre-existing intellectual and industrial property rights of the Parties, nor does it assign any property rights or grant licenses or any other right to use any pre-existing intellectual property.

8.2 With respect to intellectual property generated as a result of the Projects or Joint Activities under this Agreement, unless otherwise agreed in a separate written agreement, (a) each Party to this Agreement shall own the intellectual property conceived or first reduced to practice solely by its employees or agents in furtherance of the projects or activities contemplated under this Agreement (or any supplementary agreements, memoranda of understanding and/or in the exchange of letters, signed under this Agreement), and (b) intellectual property conceived or first reduced to practice jointly by employees or agents of both parties shall be jointly owned by both parties.

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, the GS/OAS, their personnel and their assets, in accordance with Articles 133, 134, and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America on June 19, 1951; relevant agreements, including the Headquarters Agreement between the Organization of American States and the Government of the United States of America, signed on May 14, 1992; applicable national law; and the general principles and practices of international law.

ARTICLE X DISPUTE RESOLUTION

10.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding, or exchange of letters pursuant to Article 3.3, above, shall be settled by direct negotiations 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 language of the proceedings shall be English. The arbitrator's decision shall be final, binding, and not subject to appeal.

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 applicable and without prejudice to its privileges and immunities referred in Article IX, and the Cornell Law School agree to comply with the provisions of the Inter-American Convention against Corruption and with the applicable norms of the United States of America and any other country in which the programs, projects, and/or activities are executed in accordance with article 3.3. Failure to comply with this provision shall constitute sufficient grounds for the early termination of this Agreement pursuant to Article 11.9.

11.2 Generally accepted principles of academic freedom will be applicable to all educational and research activities undertaken by, or under the direction of, faculty who participate in the projects contemplated by this Agreement.

11.3 The Parties agree not to discriminate against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. The Parties shall abide by these principles in the administration of this Agreement, and neither institution shall impose criteria for the exchange of faculty or students which would violate the principles of non-discrimination. Breach of this covenant may be regarded as a material breach of this Agreement and any related agreement hereunder.

11.4 The Parties agree that no provision of this Agreement or any related agreement hereunder shall apply if application of such provision would result in a violation of the Anti-Boycott laws and regulations of the United States, or would result in non-compliance with any applicable United States export controls laws or regulations.

11.5 Any use of the name Cornell University or GS/OAS, OAS or IACHR, including any of each's constituent colleges, units, programs, or related logos, in advertisements, publications, or notices relating in any way to the activities under this Agreement (or any related agreement hereunder) shall be subject to prior written approval by the other Party.

11.6 Neither party to this Agreement shall have the right to assign any duty or responsibility arising hereunder without the written consent of the other party.

11.7 This binding Agreement and its appendices constitute the entire agreement between the Parties. Modifications to this Agreement may only be made by mutual agreement in



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writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

11.8 This Agreement shall enter into force upon the latest date of signature by the duly authorized representatives of the Parties and shall remain in force for five (5) years. Nevertheless, the Parties may extend the validity of this Agreement by mutual consent expressed in writing by their duly authorized representatives.

11.9 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 thirty calendar days notice. Upon the termination of this Agreement, all supplementary agreements, memoranda of understanding or exchange of letters referred to in Article 3.3 that the Parties have signed and that have been duly financed, shall also terminate (subject to the terms herein) unless the Parties mutually decide otherwise.

11.10 Articles VI, VII, VIII, IX and X will survive the expiry or termination of this Agreement.

In witness whereof, the undersigned, being duly authorized, have signed this Agreement in duplicate at the places and dates indicated below:

FOR CORNELL LAW SCHOOL

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

Jens David Ohlin

Tania Reneaum Panszi

Dean

Executive Secretary of the Inter-American
Commission on Human Rights

Place: Ithaca, NY

Place: Washington, D.C.

Date: December 3, 2021

Date: September 22, 2021