

---

**COOPERATION AGREEMENT**

**BETWEEN**

**AMERICAN UNIVERSITY WASHINGTON COLLEGE OF LAW**

**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 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, Ms. Tania Reneaum Panszi, and American University Washington College of Law (hereinafter “AUWCL”), a duly registered private institution, with address at 4300 Nebraska Ave NW, Washington, DC 20016, duly represented by Prita Patel, Vice Provost for Academic Administration.

**CONSIDERING:**

That American University is a fully accredited private doctoral institution chartered by an Act of Congress in 1893.

The AUWCL has signed other cooperation agreements with the GS/OAS to promote human rights education among its personnel.

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;

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.;

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 Assembly Resolution AG/RES. 57 (I-O/71); and

That in acknowledgement of the years of joint work and cooperation, through different modalities, between the IACHR and AUWCL.

**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 advances in the Hemispheric Human Rights Agenda.

## **ARTICLE II AWARD PROGRAM FOR INTER-AMERICAN HUMAN RIGHTS MOOT COURT COMPETITION**

2.1 The Inter-American Human Rights Moot Court Competition (hereinafter “the Competition”) is an event established by the Academy on Human Rights and Humanitarian Law of the AUWCL to train law students on how to use the Inter-American human rights legal system as a legitimate forum for redressing human rights violations. The Competition requires students to argue the merits of a hypothetical case written on a cutting-edge topic currently being debated within the Inter-American human rights legal system.

2.2 Subject to ES/IACHR’s capacity, the ES/IACHR shall award at least one (1) and up to 3 (three) members of the winning team or runners-up team of the Competition the possibility to apply for an internship program, and if accepted, to participate directly in the work of the ES/IACHR under the supervision of its human rights specialists. In return, the winning team or runners-up team of the Competition will gain knowledge and experience in the field and can then contribute more directly to the strengthening of human rights standards and safeguard mechanisms throughout the world.

2.3 The internship award shall be granted in accordance with the following terms and conditions:

- i. Eligibility requirements: The members of the winning team or runners-up team of the Competition must complete the requirements that include among others fluency in at least two (2) of the official languages of the OAS and submit the necessary documents for the application.
- ii. Duration: subject to the term of the internship season, which may be modified by mutual agreement in writing by the Parties.
- iii. Contract: If selected for an internship, the members of the winning team or runners-up team of the Competition will sign a commitment letter with the

GS/OAS, containing all applicable terms and conditions of the internship program, such as: (i) a description of the activities to be completed by the intern; (ii) the intern's financial responsibilities; and (iii) the intern's obligation to maintain confidentiality and discretion.

- iv. Validity of the award: the members of the winning team will have access to the award for a period of 4 continuous sessions from the moment they are proclaimed winners of the Competition, with the possibility of requesting an exceptional extension. The calendar of sessions and dates of application can be consulted on the OAS internship program webpage at <https://www.oas.org/en/saf/dhr/internships/>.

- 2.4 The parties will keep each other informed of the results of the Competition and the composition of the winning team through the liaison points established in Article VI of this Agreement.

### **ARTICLE III OTHER SPECIAL COOPERATION RELATIONS**

3.1 In addition to the provisions of Articles II and III of this Agreement, the Parties shall give consideration to developing other special cooperation relations in areas of common interest through supplementary agreements, memoranda of understanding, or other written communications, in accordance with article 4.3 of this Agreement. Such areas of common interest may include:

- a) Promoting 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;
- b) Providing specialized training in International Human Rights Law to academics, students, public officials, and civil society in general;
- c) Strengthening the Inter-American Human Rights System by promoting its standards and protection mechanisms;
- d) Designing and implementing joint research projects;
- e) Exchanging bibliographic material and access to databases and general information;
- f) Providing specialized training in International Human Rights Law to academics, students, public officials and civil society in general;
- g) Collaborating reciprocally in teaching and promotion activities of the Inter-American Human Rights System at all levels of education; and
- h) Conducting joint meetings to address matters of common interest.

3.2 The supplementary agreements, memoranda of understanding, letter, and other written communications signed under Article 4.3 shall be attached to this Agreement as

appendices and shall be governed by the provisions of this Agreement, unless the Parties expressly provide otherwise in these instruments.

#### **ARTICLE IV IDENTIFICATION AND IMPLEMENTATION OF PROGRAMS, PROJECTS, AND/OR JOINT ACTIVITIES**

4.1 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.

4.2 These work programs referred to in subsection 4.1, shall contain proposals for the joint implementation of programs, projects and/or activities of common interest in accordance with Article 4.3 of this Agreement.

4.3 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 other written communications with the terms and conditions applicable to the program, project and/or activity. Each supplementary agreement, memorandum of understanding, or exchange of letters shall be signed by the duly authorized representatives of the Parties and specify, among other things, the following:

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

#### **ARTICLE V FINANCIAL PROVISIONS**

5.1 Without prejudice to what the Parties may provide in supplementary agreements, memoranda of understanding, and/or other written communications entered into pursuant to this Agreement, for the joint implementation of programs, projects, and/or activities,

Articles II, III and IV of this Agreement do not create obligations of a financial nature foreither of the Parties.

## **ARTICLE VI COORDINATION AND NOTIFICATIONS**

6.1 Within the GS/OAS, the entity responsible for coordinating GS/OAS activities under 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 Maria Clara Nazar, Specialist within this Section. Notifications and communications should be directed 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 the Section Promotion, Training and Technical Cooperation  
General Secretary of the OAS  
1889 F Street, N.W.  
Washington, D.C., 20006  
Tel .: (1-202) 370-5409  
Email: dbenchoam@oas.org

Maria Clara Nazar  
Specialist of the Section of Promotion, Training and Technical Cooperation  
General Secretary of the OAS  
1889 F Street, N.W.  
Washington, D.C., 20006  
Tel .: (1-202) 370-5464  
Email: mnazar@oas.org

6.2 Within the AUWCL, the responsible areas to coordinate the activities under this Agreement are Claudia Martin and Diego Rodriguez-Pinzón, Co-Directors of Academy on Human Rights & Humanitarian Law. Notifications and communications should be

directed to the Coordinators at the following addresses, telephone numbers, and electronic mails:

Claudia Martin  
Professorial Lecturer in Residence  
Co-Director, Academy on Human Rights & Humanitarian Law  
American University Washington College of Law  
4300 Nebraska Avenue, NW, Suite Y111  
Washington, DC 20016  
United States of America  
Tel .: (1-202) 274-4283  
Email: cmartin@wcl.american.edu

Diego Rodríguez-Pinzón  
Professorial Lecturer in Residence  
Co-Director, Academy on Human Rights & Humanitarian Law  
American University Washington College of Law  
4300 Nebraska Avenue, NW, Suite Y111  
Washington, DC 20016  
United States of America  
Tel .: (1-202) 274-4285  
Email: drodrig@wcl.american.edu

6.3 The parties may jointly appoint any of the Coordinators listed in articles 6.1 and 6.2, or other persons on an honorary basis, as Liaison of the Parties. The Liaison shall be responsible for monitoring, coordinating on behalf of both Parties the activities that are the subject of this Agreement. However, the designated Liaison shall keep both Parties informed of such activities. The Liaison shall also obtain from the Parties any authorization necessary for the execution of the activities.

6.4 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 6.1 and 6.2 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 of the Parties to the electronic address of the Coordinator of the other.

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

## **ARTICLE VII CONFIDENTIAL INFORMATION**

7.1 The Parties expressly agree to protect the information to which they may have access as a result of the terms of this Agreement. No such information may 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 that control each of the Parties.

7.2 All information (including files, documents, and electronic data, regardless of the medium in which they are found) belonging to the GS/OAS used by AUWCL shall remain property of the GS/OAS. The AUWCL may not withhold such information or copies of the same beyond the term of this Agreement, or the term of the information's controlling contracts. The AUWCL may not use such information for any purpose other than the performance of this Agreement or the performance of activities realized by the Parties to support the ES/IACHR.

## **ARTICLE VIII NO EMPLOYMENT RELATIONSHIP AND CIVIL RESPONSIBILITY**

8.1 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 purposes of joint and several liabilities. The Parties assume full responsibility for claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, officials, employees, and contractors.

8.2 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 Party for any damages it may suffer as a result of these claims, including court costs and attorney's fees.

8.3 The Parties recognize that at no time do the members of the winning team or runners-up team of the Competition, pursuant to Article II of this Agreement, enjoy the rights and benefits of staff members of the GS/OAS.

8.4 The AUWCL shall defend, indemnify, and release from liability the GS/OAS with respect to any claim related to this Agreement, or any third party.

## **ARTICLE IX INTELLECTUAL PROPERTY**

9.1 Nothing in this Agreement shall affect the ownership of the 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 intellectual property.

9.2 The AUWCL shall not have title, authorship, patent, or other property rights with respect to the products or services provided under this Agreement. All such rights shall belong to the GS/OAS. At the request of the GS/OAS, AUWCL shall assist with ensuring and conveying ownership of any intellectual rights produced under this Agreement to the GS/OAS.

9.3 In the event the Parties decide to jointly create or commission any work from which intellectual property rights are derived, the Parties shall discuss and agree on the best way to proceed, taking into account their respective main areas of interest and the contributions made by each. The Parties shall commit to formalizing these terms in a specific written agreement that is signed by both Parties.

## **ARTICLE X PRIVILEGES AND IMMUNITIES**

10.1 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 XI DISPUTE RESOLUTION**

11.1 Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or supplementary agreements, memoranda of understanding, and/or written communications pursuant to Article 4.3, 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 place of arbitration shall be Washington, D.C., USA. The language of the proceedings shall be English. The three arbitrators or, as the case may be, 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.

11.2 The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, United States of America.

## **ARTICLE XII GENERAL PROVISIONS**

12.1 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 X, and the AUWCL 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 4.3. Failure to comply with this provision shall constitute sufficient grounds for the anticipatory termination of this Agreement, pursuant to Article 12.4.

12.2 Modifications to this Agreement may only be made by mutual agreement in 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.

12.3 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.

12.4 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 thirty calendar days' notice. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding, or other written communications referred to in Article 4.3 that the Parties have signed and that have been duly financed, shall be continued to completion unless the Parties mutually decide otherwise.

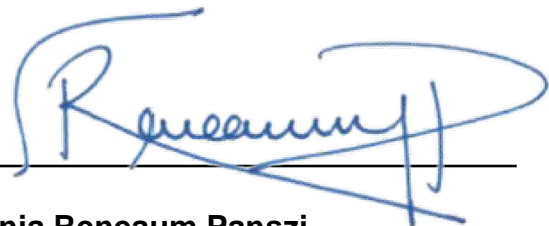
12.5 Articles VII, VIII, IX, X, and XI shall survive the expiry or termination of this Agreement.

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

**FOR AMERICAN UNIVERSITY  
WASHINGTON COLLEGE OF LAW**

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

*Prita Patel*



**Prita Patel**

**Tania Reneaum Panszi**

Vice Provost for  
Academic Administration

Executive Secretary of the  
Inter-American Commission  
on Human Rights

Place: Washington

Place: Washington

Date: May 5, 2022

Date: 01-27-2022