

COOPERATION AGREEMENT

BETWEEN

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ON BEHALF OF ITS LOS ANGELES CAMPUS, FOR AND ON BEHALF OF ITS SCHOOL OF LAW - WILLIAMS INSTITUTE ON SEXUAL ORIENTATION AND GENDER IDENTITY LAW AND PUBLIC POLICY

THE PARTIES IN THIS AGREEMENT are 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 (hereinafter the ES/IACHR), duly represented by its Executive Secretary, Tania Reneaum Panszi, and The Regents of the University of California, on behalf of its Los Angeles campus, for and on behalf of its Williams Institute on Sexual Orientation and Gender Identity Law and Public Policy, (hereinafter “the Institute”), with address at 10889 Wilshire Blvd., Suite 700, Los Angeles, CA, 90095-1406., duly represented by its Grant Officer, Eleanor Forbes; together “the Parties”.

CONSIDERING:

That the Williams Institute on Sexual Orientation and Gender Identity Law and Public Policy is dedicated to conducting rigorous, independent research on sexual orientation and gender identity law and public policy and disseminates its research to policymakers, judges, the media, and other stakeholders to ensure that decisions impacting the lives of millions of LGBT people and families are based on data and facts.

That the mission of the Williams Institute is to generate rigorous, independent research on sexual orientation, gender identity and expression, and sex characteristics (SOGIESC) law and policy, and build the capacity for SOGIESC research and data through specialized training, experience utilizing the tools available within the Inter-American Human Rights Law system, and interacting with key actors of the system;

That the Institute is committed to the highest standards of independent inquiry, academic excellence, and rigor. Research findings and conclusions are never altered to accommodate other interests, including those of funders, other organizations, or government officials or entities.

That the Inter-American Commission of Human Rights (IACHR) is a principal and autonomous organ of the Organization of American States (hereinafter the OAS), in charge of the defense, promotion, and protection of human rights in the continent In accordance with the mandate in article 41 of the American Convention on Human Rights, 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 States Members 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.; 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 Resolution of its General Assembly AG/RES. 57 (I-O/71);

HAVE AGREED to sign this Agreement:

ARTICLE I OBJECT

1.1 This Agreement establishes a framework for cooperation between the parties to promote the use of the Inter-American Human Rights System and its standards on the rights of LGBTI persons among the university community and the general public to provide students and professionals with specialized training, through theoretical tools and practical experiences that will allow them to interact with key actors of the system and advance the Hemispheric Human Rights Agenda.

ARTICLE II SPECIAL COOPERATION RELATIONS

2.1 The Parties may develop special cooperation 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, including but not limited to:

- € Provide technical assistance in conceptualizing, designing, and implementing an Inter-American observatory and registry of acts of violence, discrimination based on SOGIESC and the advancement of anti LGBTIrights initiatives in the Americas in accordance with the Agreement's objective.
- € Provide technical assistance in analyzing data relating to violence against LGBTI persons in the Americas, in preparation of the update to the 2015 Report on Violence in the Americas, published by the IACHR.
- € Planning, setting-up and carrying out a system of early alerts/action before initiatives that target the rights of LGBTI persons in the Americas.
- € Mutual support in the technical evaluation of public policies relating to the rights of LGBTI persons across the Inter-American region, under the standards International Law.
- € Development of joint investigative activities, of mutual interest of the parties, in relation to the object of this Agreement.
- € Organization and execution of congresses, seminars, symposia, conferences, before bilateral or multilateral fora, on the rights of LGBTI persons in the Americas, according to the purpose of this Agreement.
- € Engagement with Law students at UCLA and the Williams Institute about the Inter-American System for the Protection of Human Rights and its standards (through the study of case law of the IACHR and the Inter-American Court of Human Rights).
- € Any other activities that the parties agree upon as beneficial for the Human Rights of LGBTI persons in the Americas.

2.2 The supplementary agreements, memoranda of understanding and letter signed under Article 3.3 shall be governed by the provisions of this Agreement, unless the Parties expressly modify them through these instruments.

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

3.1 Within two months after the signing of this agreement and before January 31 of each year, each Party should submit to the other in writing a document containing the work program for the 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 other 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
- 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 in the 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 of Promotion, Training and Technical Cooperation, and Maria Clara Nazar, Specialist of 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: bdenchoam@oas.org
- Maria Clara Nazar Specialist of the Section of Technical Cooperation General Secretary of the OAS 1889 F Street, N.W. Washington, D.C., 20006 United States of America Tel .: (1-202) 370-5464 Email: mnazar@oas.org

5.2. Within the Institute, the responsible individual to coordinate the activities under this Agreement is Ari Shaw, Director of International Programs. Notifications and communications should be addressed to those responsible to the following addresses, telephone numbers and electronic mail:

- Ari Shaw, Director of International Programs, The Williams Institute. 1060 Veteran Avenue, Suite 134. Los Angeles, CA 90095 United States of America. Tel: 917-363-3179. Email: shaw@law.ucla.edu
- Eleanor Forbes, Grant Officer, UCLA Office of Contract and Grant Administration, 10889 Wilshire Blvd., Suite 700, Los Angeles, CA, 90095-1406. Tel: 310-794-6945. Email: eleanor.forbes@research.ucla.edu.
- Clarissa Moran, Assistant Director of Finance and Administration, The Williams Institute. 1060 Veteran Avenue, Suite 134. Los Angeles, CA 90095 United States of America. Tel: 310-206-2478. Email: moranc@law.ucla.edu.

5.4 All communications and notifications that derive from these Agreements will be valid only when they are sent by mail or by email and are addressed to the Coordinators at the addresses indicated in paragraphs 5.1 and 5.2 of this Articles. When communications and notifications are transmitted by electronic mail, they will be valid as long as they are made directly from the electronic address of the Coordinator of one the Parties to the electronic address of the Coordinator of the other.

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

ARTICLE VI
NO EMPLOYMENT RELATIONSHIP AND CIVIL RESPONSIBILITY

6.1 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 liability. The Parties assume full responsibility for claims and damages directly and proximately caused by actions or omissions of their corresponding representatives, , officers, agents, and employees, in proportion to and to the extent of the acts or omissions of the responsible Party, its representatives, officers, agents and employees.

6.2 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, but only in proportion to and to the extent of the acts or omissions of the responsible Party, its officers, agents and employees

6.3 The Institute shall defend, indemnify, and release from liability the GS/OAS with respect to any claim arising out of or resulting from this Agreement made by any third party. The aforementioned duty to indemnify shall apply only in proportion to and to the extent of the acts or omissions of Institute, its officers, agents and employees.

ARTICLE VII
INTELECTUAL PROPERTY

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

7.2 The supplementary agreements, memoranda of understanding or exchange of letters concluded between the Parties in accordance with Article 3.3 shall include a provision that addresses the rights of the parties with respect to any joint intellectual property of products stemming from the execution of programs, projects and/or activities.

**ARTICLE VIII
PRIVILEGES AND IMMUNITIES**

8.1 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; the general principles and practices of international law.

**ARTICLE IX
DISPUTE RESOLUTION**

9.1 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 International Trade Law (UNCITRAL) currently in effect

**ARTICLE X
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 in Article VIII, and the Institute agree to comply with the applicable 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, the provisions of number 10.4 being applicable.

10.2 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.

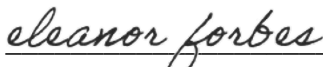
10.3 This Agreement shall enter into force upon the latest date of signature by the duly authorized representatives of the Parties and shall remain in force for five (5) years. Nevertheless, the Parties may extend the validity of this Agreement by mutual consent expressed in writing by their duly authorized representatives, or they may pursue anticipatory termination in accordance with Article 10.4.

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 thirty calendar days in advance. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding or exchange of letters referred to in Article 5.3 that the Parties have signed and that have been duly financed, shall be continued to completion unless the Parties mutually decide otherwise.

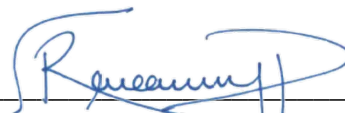
10.5 Articles VI, VII, VIII, IX and X will survive the expiry or termination of this Agreement. In witness whereof, the undersigned, being duly authorized, have signed this Agreement in duplicate at the places and dates indicated below:

**FOR
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, on behalf of its
LOS ANGELES CAMPUS**

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



Eleanor Forbes
Grant Officer
UCLA Office of Contract & Grant
Administration



Tania Reneaum Panszi
Executive Secretary of the
Inter-American Commission on Human Rights

Place: Los Angeles, CA
Date: August 4th, 2022

Place: Washington, D.C.
Date: August 1st, 2022