



## **COOPERATION AGREEMENT**

### **BETWEEN**

**THE UNIVERSITY OF THE WEST INDIES**

### **AND**

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

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, duly represented by its Secretary General, Luis Almagro, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter the ES/IACHR); and The University of the West Indies (UWI), a regional institution duly constituted by Royal Charter and represented by the Vice Chancellor, Professor Sir Hilary Beckles with the Vice Chancellery situated in Kingston, Jamaica and operating from the following campuses: the Mona Campus situated at Mona in Kingston, Jamaica; the Cave Hill Campus situated at Cave Hill in Barbados; the St. Augustine Campus situated in St. Augustine in Trinidad and Tobago, the Five Islands Campus situated in Antigua and Barbuda and an Open Campus which serves seventeen countries within the English Speaking Caribbean region inclusive of the four countries noted above.

### **CONSIDERING:**

That The UWI fosters an environment towards the attainment of gender equality and justice which is regarded as absolutely essential within a human rights-based framework. As The UWI recognizes and upholds the human rights of all of its stakeholders, The UWI recognizes the rights and responsibilities of all its constituents, irrespective of categories of difference including but not limited to sex, gender identity, sexual orientation, race/ethnicity, ability/disability, religion, age, socioeconomic status, nationality or place of origin;

That The UWI, through its Faculties of Law at The UWI Cave Hill, Mona and S.t Augustine Campuses, has been the premier institution providing university-level legal education

in the English speaking Caribbean for over sixty years. The UWI wishes to strengthen its academic partnerships in delivery of legal education (at the undergraduate, post-graduate and doctoral levels as well as continuing legal professional development) and the production of research relevant to the field of international human rights law in the Caribbean;

That the IACHR is a principal and autonomous organ of the Organization of American States (hereinafter the OAS), in charge of 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 States Members 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 Resolution of its General Assembly 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 EXCHANGE OF PROFESSIONAL STAFF**

- 2.1. Depending on the availability of the Parties and the other conditions established in this Article, The UWI will annually identify one of its professionals to the GS/OAS to provide support service to the ES/IACHR under the modality of Associate Personnel of GS/OAS, in accordance with the



provisions of article 25<sup>1</sup> of the General standards for the Functioning of the General Secretariat and Staff Rule 104. 19<sup>2</sup> of the GS/OAS.

2.2 The professional of The UWI (hereinafter Associate Personnel) will be selected by the ES/IACHR. For this purpose and within the period established between the Parties, The UWI will present to the ES/IACHR a list of at least three (3) candidates.

2.3 Once the Associate Personnel has been selected, they must sign a Contract for Associate Personnel Member with the GS/OAS, which will detail, among other aspects, their functions, obligations and commitments of discretion and confidentiality, as well as the applicable intellectual property regime.

2.4 The appointment of Associate Personnel is for a period of up to twelve (12) months, without prejudice to the termination provisions in the Contract for an Associate Personnel. However, at the request of The UWI, the Parties may agree on another term for the appointment of Associate Personnel, establishing expressly the conditions of the mentioned agreement.

2.5 The Parties recognize that the GS/OAS will not make any payment or extend any benefit to the Associated Personnel for the functions they perform at the ES/IACHR. The UWI will make all payments directly to the Associated Personnel corresponding to their remuneration and benefits. The Associated Personnel will be responsible for assuming the costs of transportation, lodging, food, health, and other costs and expenses incurred in providing support services to the ES/IACHR, in accordance with the provisions of the GS/OAS Associated Personnel Program.

2.6 The duty station and work modality, on-site or remote, of the Associated Personnel will be defined by the GS/OAS taking into consideration the current GS/OAS guidelines for remote work. At any time during the term of the Associated Personnel, the duty station and work modality may

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<sup>1</sup> "Article 25. Associated personnel

a. *General description: Associated personnel are persons designated primarily to carry out professional, technical, administrative or scientific duties, under agreements or contracts concluded with other institutions participating in programmes of common interest, or to provide ad honorem services with the authorisation of the institutions to which they belong. Persons in this category are considered to be staff members only for the purpose of granting them the privileges and immunities necessary for the performance of their duties as staff of the General Secretariat in so far as the relevant agreements on privileges and immunities concluded with the Member States so permit, and of integrating them into the administrative structure of the project or activity to which they are assigned. They are not staff members for any other purpose.*

b. *Special provisions, salary and other benefits: Associate staff members do not have the rights and benefits enjoyed by staff members under these General Standards and the Staff Rules. The conditions of their relationship with the General Secretariat, including their remuneration and other emoluments, shall be laid down exclusively in the contract between the institution to which they belong and the General Secretariat.*

<sup>2</sup> "Rule 104.19 Associate personnel

(a) *Associated personnel are those working under temporary appointments to perform professional, technical, administrative, scientific or support functions under agreements or contracts concluded with other institutions participating in programmes of common interest, or to render ad honorem services with the approval of the institutions to which they belong.*

(b) *Persons in this category are considered as officials solely for the purpose of granting them the privileges and immunities necessary for the performance of their duties as staff of the General Secretariat and for integration into the administrative structure of the project or activity to which they are assigned. They are not officials for any other purpose and do not have the rights and benefits enjoyed by officials under these Rules and the General Standards. The conditions of their relationship with the General Secretariat, including their remuneration and emoluments, shall be laid down exclusively in the agreement between the institution to which they belong and the General Secretariat.*

be modified by the GS/OAS, without prejudice to the financial responsibility of the UWI and the Associated Personnel as described in 2.5.

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

3.1 In addition to the provisions of Article II 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 an exchange of letters, in accordance with article 4.3 of this Agreement, which shall:

- 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;
- g) Exchange professional personnel for the strengthening of study and research programs in the form of scholarships;
- h) Collaborate reciprocally in teaching and promotion activities of the Inter-American Human Rights System at all levels of education;
- i) Conduct joint meetings to address matters of common interest.

3.2 The supplementary agreements, memoranda of understanding and letter signed under Article 4.3 shall be governed by the provisions of this Agreement, unless the Parties expressly modify them through 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 exchange of letter 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 others 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 in the exchange of letters, entered into pursuant to this Agreement, for the joint implementation of programs, projects and/or activities, this Agreement does not create obligations of a financial nature for either of the Parties.

5.2 Regarding the assignment of the associated personnel as provided in Article II of this Agreement, the GS/OAS will not make any payment or extend any benefit to the associated personnel for the functions performed in the GS/OAS.

## **ARTICLE VI COORDINATION AND NOTIFICATIONS**

6.1 The responsible unit within the GS/OAS to coordinate 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; Norma Colledani, Coordinator of the section of Technical Cooperation and Public Policy, and Maria Clara Nazar, Specialist of this section. Notifications and communications should be addressed to the Coordinator at the following address 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;

Norma Colledani  
Coordinator of Technical Cooperation and Public Policy  
General Secretary of the OAS  
1889 F Street, N.W.  
Washington, D.C., 20006  
United States of America  
Tel .: (1-202) 370-4960  
Email: ncolledani@oas.org

Maria Clara Nazar  
Specialist of the Section of Technical Cooperation and Public Policy  
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

6.2 Within the UWI, the responsible areas to coordinate the activities foreseen in the Agreement are the Deans of the three Faculties of Law. Notices and communications should be addressed to those responsible to the following addresses, telephone numbers and email addresses:

Professor Eddy Ventose  
Dean, Faculty of Law  
The University of the West Indies

Cave Hill Campus  
Bridgetown BB11000  
Barbados  
Tel: +1 (246) 417-4216  
Email: [lawdean@cavehill.uwi.edu](mailto:lawdean@cavehill.uwi.edu)

Professor Shazeeda Ali  
Dean, Faculty of Law  
The University of the West Indies  
Mona  
Jamaica  
Tel: +1 (876) 927-1855  
Email: [shazeeda.ali@uwimona.edu.jm](mailto:shazeeda.ali@uwimona.edu.jm)

Dr. Timothy Affonso  
Dean (Ag), Faculty of Law  
The University of the West Indies  
St. Augustine  
Trinidad and Tobago  
Tel: +1 (868) 662-2002 x84247  
Email: [timothy.affonso@sta.uwi.edu](mailto:timothy.affonso@sta.uwi.edu)

6.3 All communications and notifications that derive from these Agreements may be sent by registered post or by email to the Coordinators at the addresses indicated in paragraphs 6.1 and 6.2 of this Articles. Mail by registered post will be deemed to have been received seven business days after the date of posting. When sent by email it shall be deemed to have been received 24 hours after sending to the correct email address.

6.4 Either Party may change the responsible agency, the designated Coordinator, the indicated address, telephone or mail, thus notifying the other party previously 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 The UWI shall remain property of the GS/OAS. Neither The UWI nor the Associate Personnel may withhold such information or copies of the same beyond the term of this Agreement, or the term of the information's controlling contracts. Neither The UWI nor the Associate Personnel may use that 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 liability. 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 does the Associate Personnel selected to participate in the Exchange of Professional Staff Program, pursuant to Article II of this Agreement, enjoy the rights and benefits of staff members of the GS/OAS.

8.4 The UWI shall defend, indemnify, and release from liability the GS/OAS with respect to any claim related to this Agreement put forth by the Associate Personnel, 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 Neither the UWI, nor the Associated Personnel, shall have title, authorship, patent or other property right with respect to the product or service provided under this Agreement. All such rights shall belong to the GS/OAS. At the request of the GS/OAS, the UWI shall assist with ensuring and conveying ownership of the 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 enjoyed by the OAS, its organs, its personnel and its property and assets, in accordance with the OAS Charter, agreements and laws on the subject, and the principles and practices inspired by 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, or exchange of letters 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 to in Article X, and The UWI agrees 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, or they may pursue anticipatory termination in accordance with Article 12.4.

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 in advance. Notwithstanding the termination of this Agreement, the supplementary agreements, memoranda of understanding or exchange of letters 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 will survive the expiry or termination of this Agreement.

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

**For the University of West Indies**

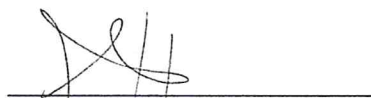


Vice Chancellor  
The University of the West Indies  
Office of the Vice Chancellor

Date: Nov. 17, 2023

Place: Kingston, Jamaica

**For the General Secretariat of the  
Organization of American States**



Luis Almagro  
Secretary General  
Organization of American States

Date: November 16, 2023

Place: Washington DC