

**MEMORANDUM OF UNDERSTANDING**  
**FOR**  
**COOPERATION**  
**BETWEEN**  
**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES**  
**AND**  
**THE CARIBBEAN COURT OF JUSTICE**

**THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING** (hereinafter MOU) 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 Caribbean Court of Justice (hereinafter the CCJ), a Regional Court of dual jurisdiction established under the Agreement Establishing the Caribbean Court of Justice with its Seat at 134 Henry Street, Port of Spain, Republic of Trinidad and Tobago, duly represented by the Honourable Mr. Justice Adrian Saunders, President of the CCJ,

**CONSIDERING:**

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 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 with the Resolution of its General Assembly AG/RES. 57 (I-O/71);

That the CCJ is a Regional Court of dual jurisdiction established by the Agreement Establishing the Caribbean Court of Justice which entered into force on the 23rd day of July 2002 (hereinafter the CCJ Agreement), being the court of final appeal for certain Member States of the Caribbean Community (CARICOM) and the court with exclusive and compulsory jurisdiction regarding the interpretation and application of the Revised Treaty of Chaguaramas establishing the Caribbean Community including the CARICOM Single Market & Economy (CSME);

That the CCJ, under the CCJ Agreement, has a determinative role in the further development of Caribbean jurisprudence through the judicial process and plays an integral role in the deepening of the regional integration process within CARICOM;

That, in furthering its role under the CCJ Agreement, the CCJ has from time to time referenced in its decisions, legal texts, jurisprudence, reports, principles and practices emanating from the Inter-American System for the Protection of Human Rights;

That the CCJ is therefore desirous of broadening and deepening institutional cooperation with the IACHR generally and in pursuit of the goals and strategies outlined in Strategic Issue 6: Enhanced Regional Justice System Capacity and Performance of the CCJ's 2019 – 2024 Strategic Plan; and

That such engagement and cooperation, embracing mutual knowledge exchange, collaboration and capacity development, will ensure to the benefit of the peoples served by the CCJ and the IACHR.

**HAVE AGREED** as follows:

## **ARTICLE I OBJECTIVE**

1.1 The purpose of this MOU is to establish a framework of cooperation to promote technical interchange between the Parties and to contribute to the strengthening of their respective mandates as well as to enhance the sharing of good practices; important legal, institutional, and case law development; and to provide technical support and training on a non-exclusive basis, in accordance with the Parties' respective functions, mandates, competencies, resources and applicable legal and regulatory frameworks.

## **ARTICLE II ASSISTANCE, EXCHANGE OF INFORMATION AND ATTENDANCE AT MEETINGS**

2.1. CCJ shall:

- a) Provide to the GS/OAS, publications on matters having relation to joint programs, projects and activities, upon request, subject to available resources and applicable confidentiality restrictions;
- b) To the extent that it is feasible, participate, through representatives, in panels, conferences and other promotional or training events, with the GS/OAS, through the ES/IACHR, organized as resources, priorities and the respective legal frameworks, among other factors, which may permit for mutual learning and exchange of good practices, standards and challenges in protecting human rights in the Caribbean region;
- c) Collaborate, to increasing the knowledge of and access to the standards, practices and jurisprudence of the Inter-American Human Rights System, generally, and in relation to Caribbean countries on issues of interest or concern, such as access to justice, due process of law, fair trial, independence of the judiciary, equality and non-discrimination, or gender- based violence; increasing the knowledge of systems, processes and jurisprudence of the CCJ;
- d) Participate, through commissioners or representatives in meetings, structured dialogues, as high-level dialogue with the IACHR, of mutual interest, with the GS/OAS, through the ES/IACHR, organized as resources, priorities and the respective legal frameworks, among others, may permit to discuss matters of common interest including good practices and challenges in protecting human rights;
- e) Consider the written observations and comments of the GS/OAS, through the ES/IACHR, on the matters referred to in this Article.

2.2. GS/OAS, through the ES/IACHR, shall:

- a) Provide to the CCJ, publications on matters having relation to joint programs, projects and activities, upon request, subject to available resources and applicable confidentiality restrictions;
- b) To the extent that it is feasible participate, through representatives, in panels, conferences and other promotional or training events, with the CCJ, organized as resources, priorities and the respective legal frameworks, among others, which may permit for mutual learning and exchange of good practices, standards and challenges in protecting human rights in the Caribbean region;

- c) Collaborate, to increasing the knowledge of and access to the standards, practices and jurisprudence of the Inter-American Human Rights System, generally, and in relation to Caribbean countries on issues of interest or concern, such as access to justice, due process of law, fair trial, independence of the judiciary, equality and non-discrimination, or gender - based violence; increasing the knowledge of systems, processes and jurisprudence of the CCJ;
- d) Participate, through commissioners or representatives in meetings, structured dialogues, as high-level dialogue with the IACHR, of mutual interest, with the CCJ, organized as resources, priorities and the respective legal frameworks, among others, may permit to discuss matters of common interest including good practices and challenges in protecting human rights;
- e) Consider the written observations and comments of the CCJ, on the matters referred to in this Article.

2.3 For purposes of furthering the assistance, exchanges of information, and meeting attendance described in this Article, the Parties may develop an Operative Working Plan, which may be jointly reviewed periodically, according to Article IV.

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

3.1 The Parties may develop additional 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 4.3 of this MOU.

3.2 The supplementary agreements, memoranda of understanding or letters, if any, signed or formally agreed 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 After the signing of this MOU, the Parties, through their coordinators identified in Article 6 of this MOU, may develop in writing a 'Joint Work Program' with respect to the provisions contained in Article II of this MOU.

4.2 The Parties may, from time to time, through their coordinators, agree in writing on the update of 'Joint Work Program' in keeping with the purpose and compromises of this MOU.

4.3 Regarding the special cooperation relations established in Article III, the joint implementation of programs, projects and/or activities of common interest must be implemented by 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 or formally agreed by the duly authorized representatives of the Parties, obtained the respective funds, where applicable, and specify, among other things, the following:

- a. Name of the program, project and/or activity agreed upon;
- b. The objective sought;
- c. The representatives 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, if applicable, (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 framework of the program, project, or activity.

## **ARTICLE V FINANCIAL PROVISIONS**

5.1 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 MOU for the joint implementation of programs, projects and/or activities, this MOU alone does not imply obligations of a financial nature for the Parties.

## **ARTICLE VI COORDINATION AND NOTIFICATIONS**

6.1 Within the GS/OAS, the entity responsible for coordinating GS/OAS activities under this MOU is the ES/IACHR and its Coordinators are Tania Reneaum Panszi, Executive Secretary of the IACHR, Norma Colledani, Coordinator of the section of Technical Cooperation and Public Policies, and Maria Clara Nazar, Specialist of this section. Notifications and communications should be addressed to the Coordinators 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](mailto:cidhdenuncias@oas.org);

Norma Colledani  
Coordinator of Technical Cooperation and Public Policies Unit  
General Secretary of the OAS  
1889 F Street, N.W.  
Washington, D.C., 20006  
United States of America  
Tel. : (1-202) 370-5409  
Email: [ncolledani@oas.org](mailto:ncolledani@oas.org)

6.2. Within the CCJ, the responsible area to coordinate the activities under this MOU is the Chambers of the President and its Coordinators are the Honourable Mr. Justice Adrian Saunders, President of the CCJ and Ms. Hilary Wyke, Legal Officer to the President. Notifications and communications should be addressed to those responsible to the following addresses, telephone numbers and electronic mail:

The Honourable Mr. Justice Adrian Saunders  
President  
Caribbean Court of Justice  
134 Henry Street  
Port of Spain  
Republic of Trinidad and Tobago  
Email: [president@ccj.org](mailto:president@ccj.org); cc to Ms Debra Gibbs at [dgibbs@ccj.org](mailto:dgibbs@ccj.org)

Ms. Hilary Wyke  
Legal Officer to the President  
Caribbean Court of Justice  
134 Henry Street  
Port of Spain  
Republic of Trinidad and Tobago  
Email: [hwyke@ccj.org](mailto:hwyke@ccj.org)

6.3 The Parties may respectively appoint (a) person(s) on an honorary basis, who will be responsible for monitoring and coordinating agreed activities and serve as a liaison between both institutions.

6.4 All communications and notifications that derive from or under this MOU 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 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 made directly from the electronic address of the Coordinator of one 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, thus notifying the other party previously in writing.

## **ARTICLE VII CONFIDENTIAL INFORMATION, INFORMATION OWNERSHIP & VISIBILITY**

7.1 The Parties expressly agree to protect the Confidential Information of the other Party to which they may have access as a result of the terms of this MOU. 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 For the purposes of this MOU, 'Confidential Information' means any non-public information provided by a Party or on its behalf, whether explicitly marked or identified as 'confidential' or reasonably understood by the Parties themselves to be confidential in nature. Confidential Information does not include any information that (i) is rightfully known to the recipient prior to its disclosure; (ii) is released without restriction to any other person or entity; (iii) is independently developed by the recipient without use of or reliance on Confidential Information; or (iv) later becomes publicly available without violation of this MOU or may be lawfully obtained from a third party.

7.3 All information (including files, documents, and electronic data, regardless of the means of information storage and retrieval on which they are found) and any intellectual property rights relating to such information belonging to either of the Parties used by the other Party will remain the property of the Party to which such information belongs. Either Party may not withhold such information or their copies beyond the term of this MOU. The Parties may not use that information for any purpose other than those covered by this MOU.

7.4 Where knowledge products produced or value-added enhancements of existing knowledge products are made as part of the program of cooperation between the Parties under this MOU or other projects or activities pursuant to Article 3.2 are made available to the public, the Parties agree to take all reasonable steps to give appropriate recognition of and visibility to the said program of cooperation between the Parties. The manner or form of such recognition shall be agreed in writing by both Parties prior to making such knowledge products or enhanced knowledge products available to the public.

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

8.1 The personnel commissioned by each of the Parties for the performance of this MOU shall continue under the direction of and subject to the Party 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 the 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.

#### **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, the applicable agreements, law on the subject and the principles and practices that inspire international law.

9.2 Nothing in this Agreement constitutes an express or implied waiver of the privileges, immunities and exemptions of the CCJ, the President of the CCJ, its personnel, or its assets as provided for under the Protocol on the Status, Privileges and Immunities of the Caribbean Court of Justice and the Regional Judicial and Legal Services Commission which entered into force on the 4th day of July 2003; the Agreement Establishing the Seat of the Caribbean Court of Justice and the Offices of the Regional Judicial and Legal



Services Commission between the Government of Trinidad and Tobago and the Caribbean Court of Justice and the Regional Judicial and Legal Services Commission which entered into force on 23 February 2005; or 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 MOU, 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.

## **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 MOU. In addition, the Parties, to the extent applicable and without prejudice to their privileges and immunities referred to in Article IX, agree to comply with the underlying principles of the Inter-American Convention against Corruption in relation to the programs, projects, and/or activities that are executed in accordance with Articles II and III of this MOU. Failure to comply with this provision shall constitute sufficient grounds for the early termination of this MOU, the provisions of Article 11.4 being applicable.

11.2 Modifications to this MOU 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 MOU and shall form part of it.

11.3 This MOU shall enter into force upon the latest date of signature by the duly authorized representatives of the Parties and shall remain in force for two (2) 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 11.4.

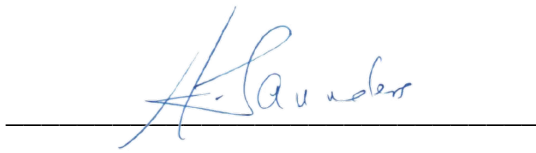
11.4 This MOU may be terminated by mutual consent or by either of the Parties by written notice from one to the other within no less than thirty (30) calendar days in advance. Notwithstanding the termination of this MOU, the supplementary agreements, memoranda of understanding or exchange of letters referred to in Article 3.3 that the Parties have signed and that have been duly financed, if applicable, shall be continued to completion unless the Parties mutually decide otherwise.

11.5 Articles VII, VIII, IX and X will survive the expiry or termination of this MOU.

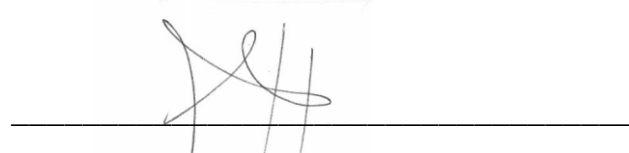
In witness whereof, the undersigned, being duly authorized, have signed this MOU in duplicate at the places and dates indicated below:

**FOR THE CARIBBEAN COURT OF  
JUSTICE:**

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



The Hon Mr Justice Adrian Saunders  
President



Luis Almagro  
Secretary General of the Organization of  
American States

Place: Port of Spain, Trinidad and  
Tobago

Place: Washington DC  
Date: December 17, 2024

Date: December 20, 2024

Witnessed by:



Mrs Gabrielle Figaro-Jones  
Registrar and Chief Marshal

Place: Port of Spain, Trinidad and  
Tobago

Date: December 20, 2024