**ANNEX 4**

**MODEL**

**AGREEMENT OF THE SPECIALIZED ACADEMIC NETWORK**

**FOR TECHNICAL COOPERATION OF THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS**

**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. St. N.W., Washington, D.C., 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights (hereinafter SE/IACHR), duly represented by its Executive Secretary, Tania Reneaum Panzi, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**NAME OF THE SELECTED ACADEMIC INSTITUTION**] (hereinafter the Academic Institution)*,* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**LEGAL NATURE**], domiciled at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, duly represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**NAME AND POSITION OF THE LEGAL REPRESENTATIVE**],

**CONSIDERING:**

That the Inter-American Commission on Human Rights (“IACHR”) is a principal and autonomous organ of the Organization of American States (“OAS”), charged with the promotion and protection of human rights in the Americas and, together with the Inter-American Court of Human Rights, is an institution of the inter-American system for 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 in the member states of the OAS;

That the Specialized Academic Network for Technical Cooperation (hereinafter the Academic Network) is a program of the IACHR that aims to establish links and partnerships for cooperation between the Executive Secretariat of the IACHR and academic institutions in the region in order jointly to contribute to the dissemination of the standards and principles of the inter-American human rights system by conducting studies, research, and other activities of assistance to the IACHR in enhancing the scope and impact of its work in monitoring human rights situations in the countries of the Hemisphere under a thematic approach, and in turn, to serve as input for the implementation of its strategic objectives;

That the proposal of the Academic Institution submitted in response to the call for proposals for the \_\_\_\_\_\_\_\_\_\_\_\_\_ [**NUMBER**] edition of the Academic Network has been selected by the ES/IACHR;

That, in accordance with Article 40 of the American Convention on Human Rights, the IACHR has an Executive Secretariat, which is part of the GS/OAS and whose headquarters are located in Washington, D.C.; and

That the GS/OAS is the central and permanent organ of the OAS and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly resolution AG/RES. 57 (I-O/71),

**HAVE AGREED** to sign this Agreement.

**ARTICLE I**

**PURPOSE**

1.1. The purpose of this Agreement is to establish a regulatory framework with respect to the technical assistance to be provided by the Academic Institution at no cost for the rapporteurships, special rapporteurships and sections of the Executive Secretariat of the IACHR through the implementation of the project described in the Project Document (hereinafter the “Project”), which is an integral part of this Agreement and included as Annex I hereto, and which, in general, has the objective of contributing to the development of the inter-American human rights system (IAHRS).

**ARTICLE II**

**OBLIGATIONS OF THE ACADEMIC INSTITUTION**

2.1. The Academic Institution will be responsible for implementing the Project with its own human, material and financial resources, and in accordance with the terms and conditions set forth in the Project Document (Annex I). Therefore, the Academic Institution understands and accepts that this Agreement in itself does not entail any financial obligations for the GS/OAS.

2.2. The Academic Institution will assign at its own cost personnel and enter into contracts with the contractors and consultants required, in accordance with its own rules and procedures.

**ARTICLE III**

**OBLIGATIONS OF THE EXECUTIVE SECRETARIAT OF THE IACHR**

3.2. The Executive Secretariat of the IACHR will cooperate with the Academic Institution, its personnel, consultants, contractors in all matters necessary for the optimal execution of the Project.

**ARTICLE IV**

**COORDINATION AND NOTICE**

4.1. The entity responsible within the GS/OAS for coordinating the activities of the GS/OAS under this Agreement is the Executive Secretariat of the IACHR, and its Coordinators are Tania Reneaum Panzi, Executive Secretary of the IACHR; E. Débora Benchoam, Coordinator of the Promotion, Training, and Technical Cooperation Section of the Executive Secretariat of the IACHR; and Maria Clara Nazar, Specialist of the Promotion, Training and Technical Cooperation Section of the Executive Secretariat of the IACHR. Notifications and communications should be directed to these Coordinators at the following addresses, telephone numbers, and e-mail addresses:

Tania Reneaum Panzi
Executive Secretary of the ES/IACHR
General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
Tel. (202) 370-4983
E-mail address: cidhdenuncias@oas.org

E. Débora Benchoam
Coordinator, Promotion, Training, and Technical Cooperation Section, General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
Tel. (202) 370-5409
E-mail address: dbenchoam@oas.org

Maria Clara Nazar
Specialist, Promotion, Training, and Technical Cooperation Section, General Secretariat of the Organization of American States
1889 F Street, N.W.
Washington, D.C. 20006
Tel. (202) 458-3650
E-mail address: mnazar@oas.org

4.2 The Academic Institution shall designate its responsible area and coordinator and shall notify the coordinators of the Executive Secretariat of the IACHR thereof, together with their contact details (address, e-mail and telephone), within five (5) calendar days after the signing of this Agreement. The designated coordinator will be responsible for coordinating the activities of the Academic Institution under this Agreement.

4.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail or electronic mail and addressed to the coordinators named hereinabove. When the communications and notifications are transmitted by electronic mail, they shall be valid when 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.

4.4. Either Party may change the entity responsible, designated coordinator, address, telephone, or electronic mail indicated by notifying the other Party in writing.

**ARTICLE V**

**CONFIDENTIALITY OF DOCUMENTS AND INFORMATION**

5.1. The Parties expressly undertake to protect the information to which they may have access as a result of the signing of this Agreement, which may not be disseminated, transmitted and/or disclosed to a third party without the prior written consent of the Party that provided it.

5.1 Information and data which either party considers to be exclusive, or which is delivered or disclosed by one party (the “disclosing party") to the other party (the “receiving party") during the performance of the Contract, and which is designated confidential (“Confidential information"), shall be kept confidential by that party and shall be treated as follows:

(a) To avoid the exposure, publication or dissemination of the disclosing party's information, the receiving party shall act with the same care and discretion as it acts with respect to similar information of its own that it does not wish to disclose, publish or disseminate, and shall use the disclosing party's information only for the purpose for which it was disclosed.

(b) The receiving party may disclose the information to its employees and officers who have a need to know such information for the purpose of fulfilling obligations under this Agreement. The receiving party may also disclose the information to any other party with the prior written consent of the disclosing party.

(c) In the event that the Academic Institution is required by local law to disclose information, the Academic Institution shall give immediate notice to the GS/OAS so that it has a reasonable opportunity to take protective measures or any other relevant action by virtue of its privileges and immunities.

(d) The GS/OAS may disclose information to the extent required under the OAS Charter and General Assembly resolutions.

(e) The receiving party may not be prevented from disclosing information that has been obtained from a third party without restriction, has been disclosed by the disclosing party to a third party without any obligation of confidentiality, was previously known to the receiving party, or was developed at any time by the receiving party regardless of any disclosure thereof.

(f) These confidentiality obligations and restrictions shall remain in force for the duration of the Agreement, including any extension thereof, and shall remain in force after the termination of the Agreement.

5.2. All information (including files, documents, and electronic data, regardless of the media on which they are stored) belonging to the IACHR or the GS/OAS that is used by the Academic Institution party to this Agreement shall remain the property of the IACHR or the GS/OAS, as applicable. The Academic Institution may not retain such information or copies thereof beyond the term of this Agreement. Nor may it use such information for any purpose other than the execution of the Project.

**ARTICLE VI**

**NO EMPLOYMENT RELATIONSHIP**

 6.1. The personnel of the Academic Institution (including representatives, employees, officers, contractors or consultants, volunteers, and students) shall not be considered in any sense employees or agents of the GS/OAS.

6.2. The Academic Institution shall be responsible for the professional and technical competence of its personnel and shall select for work in the implementation of the Project reliable persons who are capable of effectively fulfilling the obligations stipulated in this Agreement, respect local customs, and conform to a high standard of moral and ethical conduct.

**ARTICLE VII**

**INTELLECTUAL PROPERTY**

7.1. The GS/OAS shall have the copyright on the studies, research reports, or similar outputs that the Academic Institution has developed for the Executive Secretariat of the IACHR in connection with the implementation of the Project or whose preparation or outputs are directly related to said implementation. The Academic Institution acknowledges and agrees that such outputs, documents, and other materials constitute work done for the Executive Secretariat of the IACHR and its Academic Network.

7.2. To the extent that such intellectual property or other exclusive rights consist of intellectual property or other exclusive rights of the Academic Institution that (i) pre-date the performance by the Academic Institution of its obligations under this Agreement, or that (ii) the Academic Institution may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Agreement, the GS/OAS does not claim and shall not claim any ownership interest therein and the Academic Institution grants to the GS/OAS perpetual license to use such intellectual property or other exclusive rights solely for the purposes of this Agreement and in accordance with the requirements thereof.

7.3. When so requested by the GS/OAS, the Academic Institution shall take all necessary steps, legalize all necessary documents, and generally assist in obtaining such exclusive rights and transferring or licensing them to the GS/OAS.

##### **ARTICLE VIII**

**VISIBILITY AND USE OF LOGOS**

8.1. The Parties recognize that this Agreement may be publicized by either of them for the sole purpose of acknowledging the role and contribution of either Party in the Project, notwithstanding which, any public-information documentation related to the Project must be previously reviewed and authorized by the Executive Secretariat of the IACHR and must comply with the institutional image standards and guidelines of the OAS.

8.2. Any agenda or concept note involving the participation of the IACHR and its Executive Secretariat must be previously agreed upon with the corresponding rapporteurship or section before being publicized and implemented.

8.3. Any statement or open publication in the media, press, or social networks that referring to collaboration with the IACHR Executive Secretariat within the framework of the Academic Network requires approval by the IACHR Executive Secretariat.

8.4. The IACHR Executive Secretariat has designed a logo and specific graphic identity for the projects of the Academic Network that recognizes the specific nature of this initiative, and it should be used in outputs related to the Academic Network with the express authorization of the IACHR Executive Secretariat.

8.5. The Academic Institution is prohibited from using the name or logo of the OAS or its General Secretariat, in connection with its business or otherwise, without written permission from the GS/OAS.

**ARTICLE IX**

**CIVIL RESPONSIBILITY AND INDEMNIFICATION**

9.1. The Academic Institution assumes full responsibility for the claims and damages directly and proximately caused by actions or omissions of its corresponding representatives, officers, officials, employees, volunteers, and contractors.

9.2. The Academic Institution shall indemnify, exempt from liability, and defend, at its own expense, the GS/OAS, the IACHR and its officers, agents, dependents and employees, against all suits, actions, claims, indemnification for losses and liability of any kind or nature, including related costs and expenses, resulting from acts or omissions of the Academic Institution or its employees, officers, consultants, volunteers or students, in the implementation of the Project.

9.3. Article 9.2 above shall cover, *inter alia*, claims and liability in respect of workers' compensation, liability in relation to outputs, and liability arising from the use by the Academic Institution, its employees, officers, agents, servants, or contractors of patented inventions or devices, copyrighted material, or other intellectual property.

##### **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 or the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements and pursuant to 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, shall be settled by direct negotiations between the Parties. If no solution satisfactory to both Parties is reached, they shall submit their differences to arbitration pursuant to the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL). The seat of arbitration shall be in Washington, D.C. The three arbitrators or, as the case may be, the one arbitrator shall decide the dispute as *amiable compositeur* or *ex aequo et bono,* with the solution considered the most equitable in the particular case. 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, U.S.A.

##### **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 IX, and the Academic Institution agree to comply with the provisions of the Inter-American Convention Against Corruption and in the applicable norms of the country in which the Project is executed. Failure to comply with this provision shall constitute grounds for 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 its signature by the authorized representatives of the Parties, and shall remain in force during the term of execution of the Project foreseen in Annex I. Nonetheless the Parties may extend the period of this Agreement by mutual consent in writing by their duly authorized representatives.

12.4 This Agreement may be terminated by mutual consent or by either party in writing with not less than thirty (30) days' notice.

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

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:

|  |  |
| --- | --- |
| **FOR \_\_\_\_\_\_\_\_\_\_:***(Signature of the highest authority of the Academic Institution)* | **FOR THE SECRETARY GENERAL****OF THE ORGANIZATION OF AMERICAN STATES** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | Executive Secretary of the Inter-American Commission on Human Rights |
| Place:  | Place: |
| Date:  | Date: |

**ANNEX I**

**PROJECT DOCUMENT**

**THIS ANNEX I WILL BE DRAFTED BY THE EXECUTIVE SECRETARIAT OF THE IACHR ON THE BASIS OF THE WINNING PROPOSAL AND THE DIALOGUE THAT MAY EXIST BETWEEN THE SPECIALISTS OF THE RAPPORTEURSHIPS AND SECTIONS OF THE EXECUTIVE SECRETARIAT OF THE IACHR AND THE SELECTED ACADEMIC INSTITUTION. IN GENERAL, ANNEX I SHALL CONTAIN THE FOLLOWING INFORMATION:**

**NAME OF THE PROJECT**

**DESCRIPTION OF THE PROJECT**

**GENERAL AND SPECIFIC OBJECTIVES**

**DELIVERABLES**

**TOTAL PROJECT IMPLEMENTATION TIME**

**WORK/DELIVERY SCHEDULE**