

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:
Classification: 22-2020
Classifacation:
Classificação:

Fecha de Ingreso:
Entry Date: November 30, 2020
Date D'entrée:
Data de Admissão:

Nombre del Acuerdo:
Name of the Agreement: Cooperation agreement between the General Secretariat of the Organization of American States, through the Department of Human Development, Education and American University

Nom de L'accord:
Nome do Acordo:

Materia:
Subject: The purpose of this agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

Sujet:
Materia:

Partes:
Parties Involved: GS/ American University
Parties:
Partes:

Referencia:
Reference: American University
Référence:
Referência:

Fecha de Firma:
Signature Date: November 18, 2020
Date de la Signature:
Data de Assinatura:

Fecha de Inicio:
Start Date:
Date du Commencement:

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Place of Signature:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Executive Secretariat for Integral Development

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:

COOPERATION AGREEMENT

BETWEEN

**THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES, THROUGH THE
DEPARTMENT OF HUMAN DEVELOPMENT, EDUCATION AND EMPLOYMENT**

AND

AMERICAN UNIVERSITY

The Parties to this Cooperation Agreement (“Agreement”), the General Secretariat of the Organization of American States (“GS/OAS”), a public international organization, with headquarters at 1889 F Street, NW, Washington, DC, 20006, United States, through its Department of Human Development, Education and Employment (“DHDEE”), represented by Kim Osborne, Executive Secretary for Integral Development, and American University (“AU” or the “University”), a University chartered by act of Congress in 1893, located at 4400 Massachusetts Avenue, NW, Washington, DC, United States of America, and represented by Violeta T. Ertle, Vice Provost for Academic Administration, who is authorized to sign this Agreement on behalf thereof,

Considering

That education is key to strengthening democratic institutions, promoting the development of human potential, equality, and mutual understanding among peoples, that it has a positive impact on economic growth, and the eradication of poverty, and that, to achieve such goals, it is essential to make quality education widely accessible and available to all;

That the Heads of State and Governments of the Americas gathered at the Second Summit of the Americas and decided, through the Declaration of Santiago (April 18-19, 1998), to promote development in the region by expanding and strengthening educational opportunities;

That DHDEE is the department within the Executive Secretariat for Integral Development of the GS/OAS responsible for the promotion, coordination, administration, and facilitation of the planning and execution of Human Development Programs and activities under the Strategic Plan for Partnership for Integral Development of the Inter-American Council for Integral Development;

That the Organization of American States (“OAS”) has established the OAS Scholarship and Training Programs (hereinafter the “Scholarship Program”) to provide educational opportunities in the Americas, through the awarding of scholarships each year for research, undergraduate, and graduate studies, both attendance-based and distance learning, and that the Scholarship Program’s coverage and impact are strengthened and augmented through alliances established through the conclusion of agreements with internationally recognized universities that share costs, offer joint scholarships, and reduce tuition costs;

That the University has expressed an interest in providing access to quality education to citizens of OAS Member States, and wishes to collaborate with the GS/OAS in its Scholarship Program;

That the University is an internationally recognized academic institution that offers a variety of academic studies at the graduate and undergraduate levels, and that it has an interest in serving an international student body through the inclusion of students of different nationalities and for this reason wishes to join the OAS Consortium of Universities; and

That 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 OAS Charter and General Assembly Resolution AG/RES. 57 (I-O/71),

Have Agreed to enter into this Agreement, as set forth below:

ARTICLE I PURPOSE

- 1.1. The purpose of this Agreement is to establish the terms and conditions for cooperation between the Parties in their shared and coordinated effort to strengthen education and human development in the Americas.

ARTICLE II SPECIAL COOPERATION RELATIONS

- 2.1. The Parties shall develop special cooperative relations in areas of common interest through the conclusion of supplementary agreements, memoranda of understanding, or exchange of letters to implement joint activities under the Scholarship Program, in accordance with Article 3.1 of this Agreement.
- 2.2. Any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to Article 3.1 below shall be governed by the terms of this Agreement, unless the Parties expressly provide otherwise in those instruments.

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

- 3.1. The Parties shall conclude a supplementary agreement, memorandum of understanding, or exchange of letters containing the applicable conditions for each joint program, project, and/or activity. Each such supplementary agreement, memorandum of understanding, or exchange of letters shall be signed by the duly authorized representatives of the Parties and shall specify in detail, the following:
 - a. 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 and/or activity;

- d. The work plan: stages, planning and chronology of development;
 - e. The budget and human and material resources required by the program, project, and/or activity, specifying the financial responsibilities and contributions of each Party, the schedule of such contributions and, as required, the ownership of any property or material resources that are acquired;
 - f. A provision relating to the coordination, notification, and follow-up of the program, project, and/or activity; and
 - g. A provision acknowledging this Agreement as the programmatic and juridical framework for the program, project, or activity.
- 3.2. The rights and responsibilities of the Parties in publications arising from a specific joint project or activity shall be established as agreed by the Parties in the corresponding supplementary agreement, memorandum of understanding, or exchange of letters signed by their duly authorized representatives.

ARTICLE IV FINANCIAL PROVISIONS

- 4.1. Without prejudice to what the Parties may provide in any supplementary agreements, memoranda of understanding, or exchange of letters entered into pursuant to this Agreement for the joint implementation of programs, projects, and/or activities, this Agreement in and of itself does not create obligations of a financial nature for either of the Parties.

ARTICLE V COORDINATION AND NOTICE

- 5.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the DHDEE, and the Coordinator is Jesus Schucry Giacomán Zapata, Director of the Department of Human Development, Education and Employment. Notifications and communications shall be forwarded to the Coordinator at the following address and e-mail address:

General Secretariat of the Organization of American States
Department of Human Development, Education and Employment
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: 1 (202) 370-9771
E-mail: jgiacomán@oas.org; and scholarships@oas.org

- 5.2. Within AU, the persons responsible for coordinating AU's activities under this Agreement are the Co-Directors of the Academy on Human Rights and Humanitarian Law, Claudia Martín and Diego Rodríguez-Pinzón. Notifications and communications shall be forwarded to the Coordinators at the following address, and e-mail address:

American University Washington College of Law
Academy on Human Rights and Humanitarian Law
4600 Nebraska Ave, N.W.
Washington, D.C. 20016
United States of America
Tel.: 1 (202) 274-4295
E-mail: hrcademy@wcl.american.edu

- 5.3. All communications and notifications arising from this Agreement shall be valid only if forwarded by post or e-mail, and addressed to the appropriate Coordinator at the address indicated above. When communications and notifications are forwarded by e-mail, they shall only be valid if sent directly from the e-mail address of the Coordinator of one of the Parties to the e-mail address of the Coordinator of the other Party.
- 5.4. Either Party may change the area of responsibility, designated Coordinator, address, telephone number, fax number, and/or e-mail address indicated herein, by notifying the other Party in writing.

ARTICLE VI DISPUTE RESOLUTION

- 6.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement, or any supplementary agreement, memoranda of understanding, or exchange of letters pursuant to Article 3.1, 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 on International Trade Law (“UNCITRAL”). The place of arbitration shall be Washington, D.C., U.S.A. The language of the proceedings shall be English, unless the Parties agree otherwise. 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.
- 6.2. The law applicable to the arbitration proceedings and to this Agreement shall be the law of the District of Columbia, U.S.A.

ARTICLE VII PRIVILEGES AND IMMUNITIES

- 7.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS, the GS/OAS, its personnel and its assets, in accordance with the OAS Charter, relevant agreements, applicable national law, or the general principles and practices of international law.

**ARTICLE VIII
GENERAL PROVISIONS**


- 8.1. The Parties shall maintain the highest standards of ethics and administrative transparency in all actions and activities carried out in connection with this Agreement. In addition, the GS/OAS, to the extent applicable, and without prejudice to its privileges and immunities, as stated in Article 7.1 above, and the University shall comply with the provisions of the Inter-American Convention against Corruption and the applicable provisions of the country in which the programs, projects, and/or activities are implemented. Failure to comply with the instant provision shall constitute sufficient grounds for termination of this Agreement, in accordance with the provisions of Article 8.4 below.
- 8.2. The Parties agree and acknowledge that each may disclose confidential information ("Confidential Information") to the other. Each Party will use the same degree of care which it ordinarily uses with respect to its own proprietary information to prevent the disclosure of any of the other's Confidential Information, provided that the recipient's obligation shall not apply to information that: (i) is not disclosed in writing or reduced to writing and so marked as "confidential" within thirty (30) days of disclosure; (ii) is already in the recipient's possession at the time of disclosure thereof; (iii) is or later becomes part of the public domain through no fault of the recipient; (iv) is received from a third party having no obligations of confidentiality to the disclosing party; (v) is independently developed by the recipient; or (vi) is required by law or regulation to be disclosed provided that both Parties have an opportunity to seek an appropriate protective order to prevent the disclosure.
- 8.3. This Agreement contains the whole understanding of the Parties and supersedes all prior oral or written representations and statement between the Institutions. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 8.4. Without prejudice to and to the extent consistent with the privileges, exemptions, and immunities afforded to the GS/OAS, each Party warrants and represents that it is in compliance with all applicable laws regarding business licenses and permits of any kind required to perform the services described in this Agreement and that any payments it may receive from foreign sources are in compliance with the rules and restrictions of the Office of Foreign Assets Control ("OFAC"), and in particular, the Specially Designated Nationals and Blocked Persons ("SDN List").
- 8.5. This Agreement may only be amended by written agreement between the duly authorized representatives of the Parties. The instruments of amendment shall be signed and dated by the Parties and annexed hereto.

- 8.6. This Agreement shall enter into force as of the date of signature by the authorized representatives of the Parties and shall remain in force in accordance with the provisions of Article 8.7.
- 8.7. 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 (30) days' notice. Notwithstanding the termination of this Agreement, any supplementary agreements, memoranda of understanding, or exchange of letters concluded pursuant to Article 3 that the Parties have signed and that have been duly financed shall be continued to completion unless the Parties mutually decide otherwise.
- 8.8. Articles VI and VII shall survive the expiry or termination of this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date set forth below.

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

**AMERICAN UNIVERSITY
WASHINGTON COLLEGE OF LAW**



Kim Osborne
Executive Secretary for Integral Development



Violeta T. Ertle
Vice Provost for Academic Administration

Date: 10/21/20

Date: 11/18/2020