



Universidad Nacional de Lanús

051/99

Lanús, 12 NOV 1999

VISTO, la necesidad de establecer mecanismos de vinculación, intercambio y colaboración técnica y profesional entre los sectores públicos y privados nacionales o internacionales con el objeto de contribuir a dar respuesta a los complejos problemas de desarrollo que se le plantean a la sociedad contemporánea, y

CONSIDERANDO

Que es objetivo principal de esta Universidad alcanzar la mayor pertinencia, eficacia, eficiencia y calidad en el logro de los objetivos fijados institucionalmente;

Que the American University, Washington College of Law Center for Human Rights and Humanitarian Law (USA), el Centro de Estudios legales y Sociales (Arg.) y esta Universidad han manifestado su disposición favorable a la firma de un Acuerdo tendiente a establecer una Red Académica de Derechos Humanos, en donde se desarrollarán actividades de capacitación, investigación e intercambio académico;

Que en el marco de la Red Académica de Derechos Humanos se realizarán seminarios en the Washington College of Law - Washington D.C. y en Argentina;

Que tales objetivos responden acabadamente al desarrollo de la Universidad nacional de Lanús;

Que es atributo del Consejo Superior normar sobre el particular, conforme lo establecido en el Artículo N° 32 inciso o) del Estatuto de la Universidad Nacional de Lanús;

Por ello,

EL CONSEJO SUPERIOR DE LA UNIVERSIDAD NACIONAL DE LANUS RESUELVE:

ARTICULO 1°: Firmar un Acuerdo con the American University, Washington College of Law Center for Human Rights and Humanitarian Law (USA) y el Centro de Estudios legales y Sociales (Arg.), que en Anexo se acompaña.

ARTICULO 2°: Regístrese, comuníquese y archívese.


GRACIELA GIANGIACO
CONSEJO SUPERIOR
UNIVERSIDAD NACIONAL DE LANUS


ALFREDO ERIC CALCAGNO
CONSEJO SUPERIOR
UNIVERSIDAD NACIONAL DE LANUS


ANA MARIA JARAMILLO
RECTORA
UNIVERSIDAD NACIONAL DE LANUS



**ACADEMIC HUMAN RIGHTS NETWORK IN ARGENTINA
RED ACADEMICA DE DERECHOS HUMANOS EN ARGENTINA**

AGREEMENT BETWEEN THE FOLLOWING PARTIES:

**AMERICAN UNIVERSITY, WASHINGTON COLLEGE OF LAW
CENTER FOR HUMAN RIGHTS AND HUMANITARIAN LAW**

THE CENTRO DE ESTUDIOS LEGALES Y SOCIALES

AND

**THE CENTRO DE DERECHOS HUMANOS DE LA UNIVERSIDAD
NACIONAL DE LANUS**

This agreement is made the _____ by and between *American University, Washington College of Law Center for Human Rights and Humanitarian Law* located at 4801 Massachusetts Avenue, NW, Washington, DC 20016 (hereafter referred to as "AU"), *Laura Conte* of the the *Centro de Estudios Legales y Sociales* located at Rodríguez Peña 286 Piso 1, (1020) Buenos Aires, Argentina (hereafter referred to as "CELS") and *Leonardo Franco* of the *Centro de Derechos Humanos de la Universidad Nacional de Lanús* located at 29 de septiembre 3901, Remedios de Escalada, Lanús, Pcia de Buenos Aires, Argentina (hereafter referred to as "Lanús") which agree to develop a joint project which will be known as "*Red Académica de Derechos Humanos*" (hereafter referred to as "*Red*"). This agreement on the project (*Red*) will serve as a basis for other additional activities by the parties.

WITNESSETH:

WHEREAS, AU is the recipient of the Ministry of Foreign Affairs of the Netherlands Grant No. RL014003 in support of the project entitled "*Inter-American Human Rights Digest*" (hereafter referred to as "*the Netherlands*"; and

WHEREAS, AU desires to enter into an agreement with CELS and Lanús for purposes defined by the terms and conditions hereinafter set forth; and

WHEREAS, CELS and Lanús are willing to enter into an Agreement governing the nature, extent and obligation of such activities to be performed in accordance with the terms and conditions hereinafter set forth;

NOW IT IS MUTUALLY AGREED AS FOLLOWS

I. Object and Statement of Work:

The objective of this agreement is to establish a cooperation framework which will be known as the "*Red Académica de Derechos Humanos*". The *Red* may develop academic activities such as training, research, academic exchange and curriculum development. This agreement will serve as a basis for other additional activities by the parties. For each additional activity to be undertaken, the parties will establish detailed terms of reference by exchanging letters of understanding.

What follows are the agreed upon initial activities to implement the *Red*:

The parties to this agreement will train lawyers working in Argentina on international human rights standards. The training will take place in two (2) stages:

1. Training Session in Washington D.C. AU will conduct a week-long advanced training seminar for professors from the Americas in Washington, D.C. The training sessions will be carried out by the Washington College of Law (WCL) faculty and legal experts on the staff of WCL. For this purpose, *CELS* and *Lanús*, in consultation with AU-WCL, will select seven (7) professors that currently teach human rights in academic institutions in Argentina. The selected professors will attend the training sessions in Washington D.C. The project provides the necessary travel and living expenses for the professors; however, it does not provide any health insurance to them. It is strongly recommended that every visiting professor obtain health insurance prior to departure from her/his home. Moreover, participants are responsible for obtaining the appropriate visas required to enter into the United States.

The legal training will refer to the basic structure and function of the Inter-American system and the legal obligations which bind state parties to the international instruments embodied in the case law of the Inter-American Commission and Court. Professors will be exposed to the international human rights standards of the Inter-American System, as well as comparative material from other relevant human rights systems. These materials will also include hypothetical problems selected to illustrate the practical applicability of the Digest.

2. Training Workshop in Argentina: AU will jointly develop with *CELS* and *Lanús* a training workshop in Buenos Aires for local human rights actors (*target groups*), that can include representatives of non-governmental organizations, members of the judiciary, and government officials involved in human rights work. *CELS* and *Lanús*, in consultation with AU, will identify the target groups that will be trained in the workshop.

The training workshop will be organized as an intensive week-long seminar and practical conducted both by experts from AU and professors previously trained in Washington D.C., as well as by other international and national practitioners and scholars

in the field. The number of participants in each training session should not exceed 30 people for logistical purposes. *AU* will adopt training materials for the workshop from those used at the Washington D.C. training session.

II. Period of Performance

The term of this agreement shall commence on the day of its signature by all the parties and shall continue to December 31, 2000, unless sooner terminated or extended as herein provided. However, the initial training sessions in Washinton D.C. and Argentina agreed upon hereunder must be completed by April 30, 2000.

III. Calendar of Activities

The training activities will be developed as follows:

- Elaboration by *AU* of a training manual and comparative materials to be used during the training sessions (*January- June 1999*);
- Advanced training seminar in human rights law for 20 professors from the Americas taking place in Washington D.C., seven (7) of which will come from the Argentine *Red* (*May 1999*);
- An advanced training workshop in human rights law for local human rights actors (*target groups*), that can include representatives of non-governmental organizations, members of the judiciary, and government officials involved in human rights work, which will take place in Buenos Aires, Argentina (*August 1999 - April 2000*);

IV. Compensation and Method of payment

Upon receipt of the signed Agreement *AU* will transfer the amount of \$US 26,580 to a bank account as established in a joint communication by *CELS* and *Lanús*. These funds shall be spent in accordance with the attached budget.

CELS and *Lanús* will provide a financial report to *AU* within one month of the end of the training workshop to take place in Argentina. The financial report shall include an itemized description of expenses in each of the budget items included in the attached budget. The corresponding receipts for each item, or their copies, shall be attached to the financial report.

V. Responsibilities of the Parties

The parties will use their best efforts to implement this agreement and will maintain adequate coordination and consultation. In this framework, the obligations of the parties are as

follows:

AU:

1. will provide the conference facilities for the training sessions in Washington D.C., which shall include a conference room where all courses will take place. *AU* will also allow Program participants to use its library facilities and will put forth its best efforts to provide Program participants with access to its computer facilities. Additionally, *AU-WCL* will provide the participants access to all activities of the Inter-American Human Rights Moot Court Competition for a hands-on experience of alternative methodologies to train lawyers.
2. will jointly conduct the workshop in Argentina and develop a training manual that will accompany and complement the Inter-American Human Rights Digest. This document will provide analysis, examples and hypothetical cases to be used during the training sessions. The manual will also include the basic materials on the Inter-American System, as well as international instruments of other systems (UN and others). Additionally, it will include selected international human rights cases such as those from the European system and the United Nations system.
3. will transfer to *CELS* and *Lanús* the amount of \$US 26,580 in the form established in part IV of this agreement.

CELS and Lanús

1. will select the human rights professors that will receive training in Washington D.C. and will disburse to each one of them the funds provided for airline tickets and living expenses for these professors' travel to Washington D.C.
2. will provide the necessary facilities and technological needs for the local workshop; register participants; photocopy material; put forth greatest efforts to arrange accommodations in the university dormitories and/or area hotels for Program participants; arrange additional activities (i.e., institutional visits, receptions, etc.); assist faculty with travel arrangements and accommodation; process all paperwork for Program fees, bills and faculty honoraria; and oversee other reasonable organizational and logistical issues that might arise in the course of preparing for and conducting the Program.

Any dispute arising as to the interpretation or application of this Agreement will be submitted to arbitration between the parties in accordance to U.S. Law.

VI. Confidentiality

All information, data and reports developed, acquired or furnished hereunder including any information gathered in the performance of this Agreement shall not be disclosed to any third party by either party hereunder without the written consent of the other party. Information and reports furnished shall become the property of the parties hereunder or, if required by the grant agreement, property of the sponsor.

VII. Award Conditions

Except as otherwise provided herein, *CELS* and *Lanús* shall be bound by all applicable award conditions and any other provisions of the Grant, whether incorporated by reference or otherwise. The budget is presented in Attachment A. No change to the aforementioned budget will be allowed without prior written approval by *AU*.

VIII. Notice of Delays

CELS and *Lanús* shall notify *AU* promptly of any delay in performance of the services required by this agreement. Neither *AU* nor *CELS* and *Lanús* shall be liable for delays in performance beyond their reasonable control and without their fault.

IX. Termination

AU reserves the right to terminate immediately this Agreement upon written notice in the event that the Netherlands terminates in total, or modifies to exclude this particular work effort. *AU* agrees to reimburse the *CELS* and *Lanús* for any good-faith noncancellable expenses and obligations properly incurred prior to termination, provided that such expenses are paid by the Netherlands as part of the termination settlement agreement between the Netherlands and *AU*. Either *AU* or *CELS* and *Lanús* may terminate performance under this Agreement at any time by notifying the other party in writing at least sixty (60) days in advance and must return all unspent funds to *AU*.

X. Independent Contractor

A. Performance of all common business of the parties under this Agreement shall be the responsibility of *CELS* and *Lanús*, which shall execute all the required documentation, coordinate the actions for the parties on this Agreement, effect financial operations, form its account, and execute pursuant to the statement of work all other legal or actual actions, required under this Agreement.

B. In performance of the Agreement, *CELS* and *Lanús* are acting solely as independent contractors and not as employees of *AU*. Furthermore, nothing herein shall be construed or

implied as creating a relationship of partner, agency, joint venture, or legal representative of *AU* for any purpose whatsoever.

XI. Records and Audit

Records for this Agreement are to be retained by *CELS* and *Lanús* for at least three years after final payment under this Agreement and all pending matters are closed. If an audit, litigation, or other action involving the records is started before the end of the three year period, the records must be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later. Notwithstanding any other conditions of this Agreement, the records and financial statements, related to the work under this Agreement shall be reasonably produced upon request, at *CELS* and *Lanús*' regular place of business, for examination as appropriate by *AU*, or its duly authorized representatives.

XII. Amendments and Modifications

No amendment or modification of this Agreement shall have any force or effect unless it is in writing and signed by an authorized representative of *AU* and *CELS* and *Lanús*

XIII. Assignment

The Parties under this Agreement shall not assign this Agreement or any interest therein, nor claims thereunder, nor subcontract any portion of the work to be performed without the prior written consent of the other Party's authorized representative.

XIV. Delivery of Notice

Notices other than invoices and technical reports shall be delivered by special delivery or first class mail between the parties addressed to *AU* as follows:

Keith Osterhage
Director, Office of Sponsored Programs
American University
4400 Massachusetts Avenue, N.W.
Nebraska Hall, Room 105
Washington, D.C. 20016

and a copy to

Claudia Martin and Diego Rodríguez
Project Co-Directors Inter-American Human Rights Digest
4801 Massachusetts Avenue, N.W., Room 314

Washington, D.C. 20016

and to *CELS* and *Lanús* at the addresses set forth beneath signatures to this Agreement.

XV. Indemnification

AU shall, without limit, indemnify, hold harmless and at *CELS* and *Lanús*' election, defend *CELS* and *Lanús*, their officers, agents, employees, executors and assigns, with respect to any and all claims, damages, judgments, actions and causes of action, arising out of the acts or omissions of *AU* related to the provision of services pursuant to this agreement, including all costs, expenses and attorney fees incurred in the defense of any and all claims and/or litigation.

CELS and *Lanús* shall, without limit, indemnify, and hold harmless and, at *AU*'s election, defend *AU*, its officers, agents, employees, faculty members, students, volunteers, executors and assigns, with respect to any and all claims, damages, judgments, actions and causes of action arising out of the acts or omissions of *CELS* and *Lanús* related to the provision of services pursuant to this agreement, including all costs, expenses and attorney fees incurred in the defense of any and all claims and/or litigation.

Signatures

This agreement will enter into force the day of its signature.

American University,
Washington College of Law

Centro de Estudios Legales y Sociales

By: Patricia L. Kelshian

By: Laura Conte

Patricia Kelshian 03/29/99
~~Assistant to the Vice President of Finance and Treasurer American University~~
PATRICIA L. KELSHIAN
SR. ASST. TO TREASURER

Laura Conte
President of the Centro de Estudios Legales y Sociales

By: _____

Centro de Derechos Humanos, Universidad Nacional de Lanús

By: _____
Leonardo Franco, Director of the Centro de Derechos Humanos, Universidad Nacional de Lanús

Claudio Grossman, Dean
Washington College of Law,
American University

Date: 23/4/99

**ATTACHMENT A
BUDGET**

Local Coordinator	\$ 5.000
Travel and <i>per diem</i> for 7 professors for training in Washington DC (9.100 tickets + 4.200 <i>per diem</i>)	\$ 13.300
Local Workshop	
honoraries for professors in local workshops (8 lectures)	\$ 2.000
translation and interpretation	\$ 1.280
travel of participants to Buenos Aires for workshops	\$ 1.000
other expenses related with organizing the workshops	\$ 4.000
TOTAL	<u><u>\$26.580</u></u>

