

**COOPERATION AGREEMENT  
BETWEEN  
Inter American Children's Institute, specialized organization of the  
Organization of American States  
AND  
Regional Platform for the defense of the rights of children and  
adolescents with adult references deprived of liberty**

**THE PARTIES TO THIS AGREEMENT**, The Inter - American Children 's Institute, Specialized Organization of the Organization of American States (hereinafter referred to as "IIN"), with legal address at Av. 8 de Octubre 2904, Montevideo - Uruguay, represented by its Director General Professor Lic. Víctor Alberto Giorgi Gómez, and Regional Platform for the defense of the rights of children and adolescents with adult references deprived of liberty (hereinafter "Platform") Civil society organization based in Carlos Roxlo 1320, Montevideo Uruguay; Represented by its Executive Secretary, Lic Gonzalo Salles.

**CONSIDERING:**

That the primary purpose of the IIN is to cooperate with the governments of the member States of the Inter-American System for the Promotion of the Rights of children and adolescents.

That the IIN has, among others, the function of assisting the governments of the member states in their efforts to have adequate National Protection Systems for the promotion and defense of the rights of children and adolescents by providing them with technical assistance and cooperation technique;

That the IIN, by mandate of its Directing Council, has among its priority lines of action to cover Violence and the Rights of Children and Adolescents in the Different Settings and Life Cycles;

That recognizes the importance of creating alliances with other organizations to ensure the effective implementation of the Action Plan and optimize the impact of the actions to be carried out

That the Regional Platform for the defense of the rights of children and adolescents with adult referents deprived of liberty is a regional platform whose vision is that children and adolescents with adults who are deprived of liberty are empowered to defend their rights and their specific needs are taken into account in the public policies of the states of the region and as specific objectives

1. Generation of knowledge about the reality of children and adolescents with adult referents deprived of liberty.
2. Promotion of the protagonism of children with adult referents deprived of liberty in the defense of their rights at local, national and regional level

3. To develop actions of visibility and incidence on the subject before the States, CSOs and Agencies present in the region.

That promotes legal actions, advocacy and awareness; to ensure the definition of legal frameworks, public policies, programs and services for the benefit and fulfillment of rights in favor of the protection and human rights of children and adolescents with adult referents deprived of liberty.

That it is the strategy of the Platform to establish alliances with other international organizations and institutions of the governmental, legislative, business and civil society sectors to join efforts to enrich public policies and laws, to realize international and national commitments with children and adolescents with adult referents deprived of liberty.

That the Plan of Work of the Platform, approved in December 2014, which we attach as an annex, includes the commitment to establish alliances with agencies linked to the Inter-American System and OAS, prioritizing among them the IIN.

That, in this context, the Platform has resolved to accept the invitation of the IIN / OAS to disseminate information and specialized studies on children and adolescents with adult references deprived from liberty and others related to the 1989 Convention on the Rights of the Child (CRC) and General comments; and reports of the Platform on the IIN / OAS website.

Conforming and in view of the above statements, the parties agree to the considerations and purposes described in this chapter that motivate the celebration of the cooperation agreement for having related and related interests, reason why, both agree to grant the following :

## **ARTICLE I OBJECT**

1.1 The purpose of this Agreement is to establish a framework for general co-operation between the parties to foster inter-agency cooperation and technical assistance between the parties and to develop specific cooperation relations in areas of common interest through complementary operational arrangements to be added to the Present agreement as attachments or addenda, as and not limited to:

- a. The development, implementation and dissemination of Joint research;
- b. The exchange and dissemination in institutional spaces of specialized bibliographic material, attention and fulfillment of the rights of children and adolescents with adult referents deprived of their freedom and other documents and specific information of interest to both Parties;
- c. Organization and development of joint meetings and events to promote training, specialization, professional development, exchange of experiences and inter-sectorial cooperation through courses and other training activities in areas of interest on both sides.

- d. Elaboration of guidelines and proposals with a view to better protection of children with adult referents deprived of liberty to propose to the States.
- e. The development of legislative initiatives and the design of public policies for the fulfillment of the rights of children and adolescents with adult referents deprived of liberty.
- f. The development and implementation of internships for pedagogical, legal, academic and professional mobility exchange.

## **ARTICLE II EXECUTION**

2.1 In order to achieve the object of this agreement, the parties undertake to follow the following guidelines:

2.1.1 The implementation of specific cooperation relations will be made through operational agreements that will establish their objectives, technical, financial, human resources, coordination, deadlines and notifications to achieve them, and any element considered proper implementation of the agreed upon.

2.1.2 Both organizations shall designate a person as liaison of their respective institutions for the proper execution of this agreement.

2.1.3 Whenever mutually agreed, the parties deem necessary for the execution of the objectives of this agreement, may include the participation of other persons, natural or juridical, public or private, in the terms and conditions to be established.

## **ARTICLE III COORDINATION AND NOTIFICATIONS**

3.1 The agency responsible for coordinating the activities of the IIN, according to this Agreement is the General Directorate and its liaison will be the one that is designated for each operational agreement.

Notifications and communications should be addressed to the Directorate General of the IIN to the following main and secondary email

Main: [direcciongral@iinoea.org](mailto:direcciongral@iinoea.org)

Secondary [vgiorgi@iinoea.org](mailto:vgiorgi@iinoea.org)

The unit responsible for coordinating the activities of the Platform under this Agreement is the regional coordination and its liaison will be the one that is designated for each operational agreement.

Notifications and communications should be addressed to the Regional Coordination of the Platform, to the following main and secondary email

Main: [coordinacion@nnapes.org](mailto:coordinacion@nnapes.org)

Secondary: [liafernandez@gurisesunidos.org.uy](mailto:liafernandez@gurisesunidos.org.uy) ; [LCadoni@cwsglobal.org](mailto:LCadoni@cwsglobal.org)

3.3 All communications and notifications that result from this Agreement will be valid only when they are sent to the agreed mails or in physical form and are directed to the links in the directions indicated in the preceding articles. When communications and notifications are transmitted by electronic mail they will be valid provided they are made directly from the electronic address of the link of one of the Parties to the electronic address of the link of the other.

3.4 Either Party may change the responsible unit, designated link, address, telephone, fax or e-mail address indicated, and so notify the other Party in writing.

#### **ARTICLE IV PRIVILEGES AND IMMUNITIES**

4.1 Nothing in this Agreement constitutes an express or implied renounce of the privileges and immunities enjoyed by the IIN and the OAS, its organs, personnel, property and assets, in accordance with the OAS Charter, agreements and Laws on the subject, and the principles and practices that inspire international law.

#### **ARTICLE V CONTROVERSY SOLUTION**

5.1 Any controversy arising out of the application or interpretation of this Agreement or of the supplementary operating agreements shall be resolved by direct negotiation between the Parties. Failure to reach a satisfactory solution for both parties shall submit their differences to the arbitration procedure in accordance with the current Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) or the Inter-American Commercial Arbitration Commission (CIAC). The seat of the arbitration shall be the city of Washington, DC. The arbitration will be held in English and Spanish simultaneously. The three arbitrators or, where applicable, the sole arbitrator may resolve the dispute as amiable compositeuro ex aequo et bono. The arbitration decision shall be final, unappealable and binding.

5.2 The law applicable to this Agreement and the arbitration procedure is the law of the District of Columbia, United States of America.

#### **ARTICLE VI INTELLECTUAL PROPERTY**

6.1 The content that is transmitted in the Web and social networks of the IIN as well as in the Web and social networks of the Platform in relation to the documents, their images, use of logos and in general, all the information contained therein will be sole and exclusive responsibility of the Parties. Therefore, the Parties must lower the contents when they submit claims for the violation of some intellectual property right or for the imposition of some administrative or judicial sanction derived from the publication of texts and documents by any third organization not involved in this agreement.

6.2 The Parties undertake not to violate or use, except for the purposes established in this agreement, any kind of copyright and / or intellectual property or property of third

parties in connection with the products covered by this agreement. In the event of any claim relating to intellectual property rights or any other nature by a third party against any of the Parties for the reasons set out above, the defaulting Party undertakes to be responsible for making the clarifications of the case.

6.3 The Parties acknowledge and accept that this agreement does not grant to the IIN or the Platform any license or any type of right with respect to the "Intellectual Property" that each of the Parties has. For the purposes of this agreement, "Intellectual Property" includes all documents and audiovisual material produced and used by the Parties, as well as any right to new publications, designs, confidential information, trade names, commercial notices, rights reserves, domain names, as well as all patrimonial rights on works and creations protected by copyright and other forms of intellectual property recognized or that come to recognize the corresponding laws.

6.4 The Parties agree not to use, disseminate, disclose to third parties, distribute, give away, or in any other way dispose of any material developed by the other party without the prior written permission of the party.

## **ARTICLE VII GENERAL DISPOSITIONS**

7.1 The Parties undertake to observe the highest ethical standards and administrative transparency in all actions and activities related to this Agreement.

7.2 Neither party may take decisions or assume obligations on behalf of the other party.

7.3 Amendments to this Agreement may only be made by mutual agreement expressed in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are recorded will be added as annexes to this Agreement and will become part of it.

7.4 This Agreement shall enter into force upon signature.

7.5 This Agreement may be terminated by mutual consent or may be terminated by either Party by giving written notice to the other not less than thirty days in advance. However, termination of this Agreement shall not affect the supplementary agreements, memoranda of understanding and exchange of letters that the Parties have signed for the implementation of the specific objectives, which shall remain in force, in accordance with their term of validity, unless Parties decide otherwise.

7.6 The validity of Articles IV and V will survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Cooperation Agreement is signed by the Director General of the IIN, the IIN Directing Council and the Executive Secretary of the Platform, in two equally valid originals, in the places and dates indicated continuation:  
March 21, 2017; Montevideo, Uruguay

For the IIN

For the Plattform

Lic. Víctor Alberto Giorgi Gómez  
Director General  
Inter American Children's Institute  
(IIN/OAS)

Lic Ps Gonzalo Salles  
Plataforma NNAPES  
Director, Gurises Unidos