



**COOPERATIVE AGREEMENT
BETWEEN**

.....

**AND
THE JUSTICE STUDIES CENTER OF THE AMERICAS**

The parties in the present Cooperative Agreement,, represented by, and the Justice Studies Center of the Americas (“the Center”), represented by its Executive Director, Mr. Juan Enrique Vargas Viancos

HAVING SEEN the vital functions that the Constitution of assigns to the in the area of Administration of Justice and Rule of Law in (his/her) country,

BEARING IN MIND that one of the primary objectives of the Center is to facilitate training, exchange of information, and other forms of cooperation between the systems of justice in the region, and to support their processes of reform and modernization;

CONSIDERING that thehas the institutional and administrative capacity to collaborate with the Center with regards to many of its functions, and that it has various units/*dependencias* whose objectives, programs, and functions are of mutual interest to the Parties;

TAKING INTO ACCOUNT that the has the authority to establish and encourage Cooperative Agreements with international organizations, and that the Center, in accordance with its Statutes, is authorized to enter into such Cooperative Agreements; and

AFFIRMING the importance of coordinating the efforts of both Parties with the intention of fulfilling its objectives and mandates,

THE PARTIES HAVE ENTERED INTO the present Cooperative Agreement:



Article I **Objective**

1.1. The objective of this Cooperative Agreement is to establish a general framework of cooperation between the and the Center in order to develop and carry out programs and activities of mutual interest.

Article II **Execution**

2.1. The Parties will endeavor to carry out the intentions of this Cooperative Agreement through:

a. The sponsorship of conferences, seminars, workshops and other academic meetings or events on Justice, Democracy, and related issues that facilitate opportunities for the discussion and exchange of experiences on such topics;

b. Regular consultations on their plans of action and other matters of mutual interest with the purpose of coordinating their respective functions and achieving their goals;

c. Regular exchange of information on matters of mutual interest, including, but not limited to, bibliographic material and publications, studies, statistical information, schedules of meetings and conferences, and data banks,

d. Invitations to designate observers in meetings and conferences on issues of common interest, and whose procedures allow the attendance of observers or guests. To that effect, the Parties will exchange the respective schedules of meetings and conferences, rules of participation, and support documents with reasonable anticipation; and

e. The joint execution of cooperative activities and projects on matters of mutual interest.

Article III **Joint Execution of Activities and Projects**

3.1. For the joint realization of activities and projects on matters of mutual interest in accordance with this Agreement of Cooperation, the Parties either will enter into specific formal Agreements or will exchange notes in accordance with the guidelines established in the present Agreement.



3.2. The financial obligations incurred by the Parties as a result of the present Agreement, supplementary agreements, or the exchange of notes will be subject to the decisions and approval of their respective competent authorities, to the availability of specific funds, and conducted within the corresponding budgetary and financial standards.

3.3. With the aim of utilizing their resources most efficiently, the Parties will explore the possibility of carrying out activities or projects together when those activities or projects programmed by one of the Parties are coincidental or complementary with those of the other Party.

Article IV Coordination

4.1 The coordination of the activities undertaken jointly by the Parties will be undertaken on behalf of by (unit responsible for the activity or project under consideration), and for the Center such responsibility will be under the Office of its Executive Director.

4.2 Both the and the Center will designate a coordinator for each agreed activity or project. Communications regarding supplementary agreements will be valid only when they are remitted by regular or electronic mail, or fax, directly to the designated responsible coordinator.

4.3 Either of the Parties may redesignate their responsible unit for every agreed activity by previously notifying the other Party in writing.

Article V Conflict Resolution

5.1. Any conflict that may arise with respect to the interpretation of or compliance with this Agreement or about the execution of the activities and projects herein considered, should be resolved through direct negotiation between the Parties. In the event that despite their best efforts the Parties can not agree to a mutually satisfactory solution, such disagreement shall be settled by whatever procedure is agreed to by the Parties.

5.2. Nothing in this Agreement shall be construed as in any way limiting the privileges and immunities conferred on to the Parties.

Article VI Effectivity, Modification and Complaints



6.1. The present Agreement will become effective upon the signing of the present Agreement by the and by the Executive Director of the Center.

6.2 Modifications to the present Agreement may only be made through mutual consent expressed in writing. Any such modifications will be incorporated into the present Agreement as amendments which will then form an integral part of this Agreement.

6.3 This Agreement will remain in force until termination by mutual consent or by request of either Party via written notification to the other Party, with a minimum previous notice of six months before the date of termination.

6.4 The termination of the present Agreement will not affect duly-funded activities and projects in progress unless the supplementary agreement or exchange of corresponding notes indicates the contrary.

6.5 Communications between the Parties will be considered valid only when directed to the following persons and address:

6.5.1. (name of the institution, name of the person, position, address, email address, fax #)

6.5.2. For the Center, name of the person, position, address, email address, fax #)

6.6. This Agreement shall be construed in light of its primary purpose to enable the Parties to fulfill its purposes fully and efficiently.

IN WITNESS WHEREOF, the and the Executive Director of the Center sign the present Cooperative Agreement in three equally-valid original copies in the places and on the dates indicated below.

On behalf of the Justice
Studies Center of the Americas:

On behalf of ...:



CENTRO DE ESTUDIOS DE JUSTICIA DE LAS AMÉRICAS
JUSTICE STUDIES CENTER OF THE AMERICAS
CEJA - JSICA

Juan Enrique Vargas Viancos

Place and Date: