

COOPERATION AGREEMENT
BETWEEN
THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
AND
THE INTERNATIONAL HUMANITARIAN FACT-FINDING COMMISSION

Cooperation Agreement

between

The General Secretariat of the Organization of American States

and

the International Humanitarian Fact-finding Commission

THE PARTIES TO THIS COOPERATION AGREEMENT, the General Secretariat of the Organization of American States (GS/OAS), a public international organization with headquarters in Washington, DC, United States of America, represented by its Secretary General, Mr. Jose Miguel Insulza; and the International Humanitarian Fact-finding Commission (IHFFC), a permanent international body whose main purpose is to investigate allegations of grave breaches and serious violations of international humanitarian law, with headquarters in Berne, Switzerland, represented by its President, Dr. Gisela Perren - Klingler, hereinafter jointly referred to as the Parties;

RECALLING the obligation of all States to respect and ensure respect for International Humanitarian Law (1929 Geneva Convention for the Protection of the Wounded and Sick, Article 25; 1929 Geneva Convention Relative to the Treatment of Prisoners of War, Article 82; 1949 Geneva Conventions, common Article I; Additional Protocol I, Article 1(1));

DESIROUS to promote the implementation of International Humanitarian Law;

MINDFUL THAT the IHFFC was established as a permanent body under article 90 of the First Additional Protocol of the Geneva Conventions of 1949, with the purpose of investigating allegations of grave breaches and serious violations of international humanitarian law and facilitating, through its good offices, an attitude of respect for international humanitarian law;

MINDFUL that the Charter of the Organization of American States (OAS) expresses "the desire of the American peoples to live together in peace and, through their mutual understanding and respect for the sovereignty of each one, to provide for the betterment of all, in independence, in equality and under law";

CONVINCED that the services, in particular the good offices which the IHFFC can provide, are an important means to further the respect for International Humanitarian Law;

RECOGNIZING that the American States reaffirm that International law is the standard of conduct of States in their reciprocal relations (Charter of the OAS, Article 3 (a));

CONSIDERING that one of the objectives of the OAS is to establish relations of cooperation with international organizations to promote the principles of the Organization; and

CONSIDERING ALSO that the General Secretariat of the OAS is the central and permanent organ of the OAS and has the power to establish and foster ties of cooperation, under Article 112 (h) of the OAS Charter and General Assembly resolution AG/RES. 57 (I-O/71),

HAVE AGREED AS FOLLOWS:

ARTICLE 1

The Parties, within the framework of their respective competences, shall develop their mutual cooperation with a view to promote in the Americas

- the dissemination of international humanitarian law,
- the better implementation of international humanitarian law, including the use of the good offices of the IHFFC, and
- exchange of information on matters of common interest.

ARTICLE 2

Activities

The scope of the Parties' cooperation shall include organizing workshops, seminars or similar events concerning the implementation and enforcement of International Humanitarian Law or of Human Rights applicable in armed conflict.

For purposes of such cooperation, the Parties shall conclude supplementary agreements or memoranda of understanding in accordance with the guidelines established in this Cooperation Agreement.

The Parties acknowledge that any financial obligations incurred by the Parties as a result of supplementary agreements or memoranda of understanding signed under this Cooperation Agreement, are subject to the decisions of their governing bodies, the availability of funds, and to the standards, rules, and regulations relating to budgetary and financial matters.

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

ARTICLE 3

Exchange of Information

The Parties will exchange information on matters of common interest on a regular basis, including through participation in conferences or meetings held by the other Party, in accordance with their existing rules and when such conferences or meetings address matters of common interest.

ARTICLE 4

Reciprocal Consultation

The Parties agree to consult regularly on matters of mutual interest in order to determine the means they consider most appropriate for achieving the full effectiveness of the objectives of this Cooperation Agreement.

ARTICLE 5

Amendments

Amendments to this Cooperation Agreement may only be made by mutual consent in writing. The instruments recording the amendments shall be appended to this Cooperation Agreement and become part of it.

ARTICLE 6

Settlement of Disputes

Any dispute that arises with regard to the interpretation or implementation of this Cooperation Agreement or of the supplementary agreements or memoranda of understanding that may be signed by the Parties under this Cooperation Agreement shall be settled through direct negotiation between the Parties. Should the Parties fail to reach a settlement that is satisfactory to both, they shall submit their differences to a mutually agreeable arbitration procedure, which award shall be final and binding upon the Parties.

ARTICLE 7

Privileges and Immunities

This Cooperation Agreement shall not signify a waiver by the OAS or its General Secretariat and the IHFFC of the privileges and immunities that they enjoy by virtue of agreements and principles of international law.

ARTICLE 8

Entry into Force and Denunciation

This Cooperation Agreement shall enter into force upon signature by duly accredited representatives of both Parties. However, the Parties may terminate it by providing written notice to the other Party at least three (3) months in advance from the effective date of termination.

IN WITNESS WHEREOF the duly accredited representatives of the Parties sign this Cooperation Agreement in two originals in the English language.



For the IHFFC
Name: Gisela Perren - Klingler
Title: President
Place of signature: Berne, Switzerland
Date: 11/07/2012.....



For the GS/OAS
Name: José Miguel Insulza
Title: Secretary General
Place of signature: Washington, D.C.
Date: Sep. 4, 2012.....

