

COOPERATION AGREEMENT

BETWEEN

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES,
THROUGH EXECUTIVE SECRETARIAT OF THE INTER-AMERICAN COMMISSION ON
HUMAN RIGHTS

AND

BROWN UNIVERSITY

REGARDING

THE INTER-AMERICAN COMMISSION ON HUMAN RIGHTS RESEARCH PROJECT
ON BRAZIL DURING THE MILITARY DICTATORSHIP AT BROWN UNIVERSITY

THE PARTIES TO THIS COOPERATION AGREEMENT (hereinafter "Agreement"), the General Secretariat of the Organization of American States (hereinafter "GS/OAS") a public international organization, with headquarters at 1889 F. Street N.W., Washington, D.C., 20006, through the Executive Secretariat of the Inter-American Commission on Human Rights ("ES/IACHR"), represented by the Executive Secretary of the IACHR, Mr. Paulo Abrão, and Brown University, a private university, located at Providence, RI 02912, on behalf of the Inter-American Commission on Human Rights Research Project on Brazil during the Military Dictatorship at Brown University (the "Inter-American Commission on Human Rights Research Project"). The Inter-American Commission on Human Rights Research Project is represented by Professor James N. Green, Director, Professor of Brazilian History and Culture, and Director of the Brown-Brazil Initiative,

CONSIDERING:

The importance of guaranteeing access to information connected to the fulfillment of the IACHR's mandate, and the IACHR's commitment to advance the design and implementation of a policy on access to information that promotes a culture of active transparency and access with respect to all of the information under its control, including data on petitions and cases;

That Brown University has been a leader in research on the Brazilian military dictatorship through organizing international conferences and symposia, inviting prominent scholars to campus for lectures and workshops, and supporting projects, such as the Inter-American Commission on Human Rights Research Project on Brazil during the Military Dictatorship (the "Inter-American Commission on Human Rights Research Project"), established at Brown in 2016 to study the Brazil cases submitted to the IACHR from 1967 to 1988 and the Opening the Archives Project, established in 2012 through a partnership between Brown University, the State University of Maringá (Paraná, Brazil), the United States National Archive and Record Administration (NARA), and the Brazilian

National Archive, with the objective of making documents regarding the Brazilian military dictatorship public;

That the GS/OAS is the central and permanent organ of the Organization of American States ("OAS") and is authorized to carry out relations of cooperation in accordance with Article 112(h) of the Charter and OAS General Assembly Resolution AG/RES. 57 (I-O/71),

HAVE AGREED to enter into this Agreement,

ARTICLE I PURPOSE

1.1. The purpose of this Agreement is to create a framework for access by Brown, through its Inter-American Commission on Human Rights Research Project to all documents related to the cases filed against Brazil before the IACHR between the years of 1967 and 1988 and that are currently in possession of the ES/IACHR.

ARTICLE II ACCESS TO RECORDS

2.1. The ES/IACHR shall provide Brown University, through its representative as hereinafter identified, access to all the physical documents related to the cases filed against Brazil between the years of 1964 and 1988 ("Documents"). The representative for Brown University for this agreement is Professor James N. Green, Director The Inter-American Commission on Human Rights Research Project, Professor of Brazilian History and Culture, and Director of the Brown-Brazil Initiative.

2.2. Because the Documents may not be removed from the ES/IACHR headquarters, Professor James N. Green will send research assistants working on the Inter-American Commission on Human Rights Research Project (the "Research Assistants") to the headquarters of the ES/IACHR in Washington, D.C. to digitize the Documents for the benefit of Brown University and the Inter-American Commission on Human Rights Research Project. The Research Assistants shall bring their own disks and/or computer drive to save the digitized Documents. The Research Assistants shall index the digitized Documents and provide a copy of the index to the ES/IACHR.

2.3. The Research Assistants are responsible for maintaining the physical integrity of the Documents consulted and return them in the same condition as they were before the Research Assistants were granted access to them.

2.4. The information acquired from the Documents shall only be used internally by those working on the Inter-American Commission on Human Rights Research Project to assist in their research shall remain confidential unless written permission under the terms of Section 2.5 is acquired, or as otherwise required by law.

2.5. Any of the Documents that Professor James N. Green wishes to be made public may not be made available to the public without the prior written consent of the ES/IACHR, and the victim, and the petitioner, when the latter is not the victim, that are the subject of such Document. If Brown University on behalf of the Inter-American Commission on Human Rights Research Project is granted the necessary permission to publish a Document, it shall not disclose the names of victims, petitioners, and witnesses, or those of their next of kin or knowingly disclose any information that could identify or locate such victims; petitioners, witnesses or their next of kin, unless the person in question has authorized the disclosure in writing.

2.6. Anyone working on The Inter-American Commission on Human Rights Research Project may contact the victims, petitioners, and witnesses, or those of their next of kin to ask for/obtain written permission to publish the relative Document, including in a scholarly journal, book, and/or in the Opening the Archives Project.

2.7. The Parties assume full responsibility for the claims and damages directly and proximately caused by any breach of the terms of this Agreement by their corresponding representatives, officials, employees and contractors .

2.10. If for any reason a third party should file a claim against the GS/OAS related to Brown University's unauthorized use of the information contained in the Documents, Brown University shall be considered as the principal vis-à-vis the claimant and the sole party obligated to respond. Brown University shall further be required to indemnify the GS/OAS for any damages it may suffer as a result of these claims, including court costs and reasonable attorney's fees.

ARTICLE III FINANCIAL PROVISIONS

3.1. This Agreement in and of itself does not create obligations of a financial nature for the GS/OAS.

3.2. Brown University shall be responsible for all the costs of the Research Assistants who will travel to the ES/IACHR headquarters to access the Documents, as well as all costs associated with digitizing the Documents.

ARTICLE IV COORDINATION AND NOTICE

4.1. Within the GS/OAS, the dependency responsible for coordinating GS/OAS activities under this Agreement is the ES/IACHR and the Coordinator is Mr. Paulo Abrão, Executive Secretary of the Inter-American Commission on Human Rights. Notifications and communications should be directed to the Coordinator at the following street address, fax and electronic mail:

General Secretariat of the OAS
Mr. Paulo Abrão
Executive Secretary of the Inter-American
Commission on Human Rights
1889 F Street, N.W.
Washington, D.C. 20006
United States of America
Tel.: (1-202) 370-9000
Fax: (1-202) 458-3992
Electronic Mail; pabrao@oas.org

4.2. The dependency responsible within Brown University for coordinating the activities under this Agreement is the Brown-Brazil Initiative, and the Coordinator is Mr. James N. Green, Director of the Brown-Brazil Initiative. Notifications and communications should be directed to the Coordinator at the following street address and electronic mail:

Brown University
Mr. James N. Green
Director of the Brown-Brazil Initiative
Watson Institute
111 Thayer Street
Providence, RI 02912
james_green@brown.edu

4.3. All communications and notifications under this Agreement will be validly made only when they are sent by mail, or electronic mail addressed to the Coordinators whose names are set out in Sections 4.1 and 4.2, above. When the communications and notifications are transmitted by electronic mail, they shall be valid when they are sent directly from the electronic address of the Coordinator of one of the Parties to the electronic address of the Coordinator of the other.

4.4. Either Party may change the responsible dependency, the designated Coordinator, the address, telephone, fax or electronic mail indicated by notifying the other Party in writing.

ARTICLE V PRIVILEGES AND IMMUNITIES

5.1. Nothing in this Agreement constitutes an express or implied waiver of the privileges and immunities of the OAS or the GS/OAS, its personnel and its assets pursuant to the following provisions and instruments ratified by the Government of the United States of America: Articles 133, 134 and 136 of the OAS Charter, whose instrument of ratification was deposited by the Government of the United States of America the 19 of June of 1951; the International Organizations Immunities Act (22 U.S.C. §§ 288 et seq.); the Headquarters Agreement Between the Organization of American States and the Government of the United States of America, signed the 14 of May of 1992; and the Agreement Between the Government of the United States of America and the Organization of American States, signed the 20 of March of 1975.

**ARTICLE VI
DISPUTE RESOLUTION**

6.1. Any dispute or complaint that may arise in conjunction with the application or interpretation of this Agreement 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") currently in effect. The place of arbitration shall be Washington D.C, U.S.A. The language in 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, USA.

**ARTICLE VII
GENERAL PROVISIONS**

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

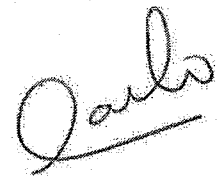
7.2. Modifications to this Agreement may only be made by mutual agreement in writing by the duly authorized representatives of the Parties. The instruments in which the modifications are set out shall be attached as annexes to this Agreement and shall form part of it.

7.3. This Agreement shall enter into force upon signature by the duly authorized representatives of the Parties and shall remain in force in accordance with Section 7.4.

7.4. This Agreement may be terminated by mutual consent or by either of the Parties from one to the other with not less than thirty days' advance written notice. The termination of this Agreement shall not entail the interruption of the activities that are under way by virtue thereof, unless the Parties mutually decide otherwise.

7.5. Articles V and VI shall survive the expiry or the termination of this Agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement in duplicate on the date and at the place indicated below:



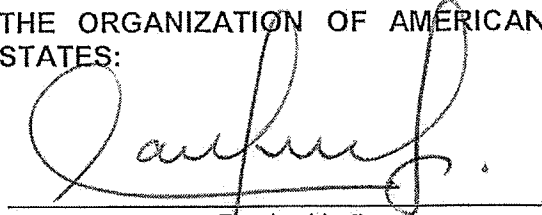
FOR BROWN UNIVERSITY:


James Green
Director
Brown-Brazil Initiative

Place: *Providence RI*

Date: *9-25-18*

FOR THE GENERAL SECRETARIAT OF
THE ORGANIZATION OF AMERICAN
STATES:


Paulo Abrão

Executive Secretary
Inter-American Commission
on Human Rights

Place:

Date:

