

THE DANISH
INSTITUTE FOR
HUMAN RIGHTS

CIDH

Comisión
Interamericana de
Derechos Humanos

**Memorandum of Understanding between the General
Secretariat of the Organization of American States through the
Inter-American Commission on
Human Rights and the
Danish Institute for Human Rights**

Recalling Article 36 of the Charter of the Organization of American States which provides "Transnational enterprises and foreign private investment shall be subject to the legislation of the host countries and to the jurisdiction of their competent courts and to the international treaties and agreements to which said countries are parties, and should conform to the development policies of the recipient countries";

Recalling Article 26 of the American Convention on Human Rights, which provides that States must progressively achieve "the full realization of the rights derived from the economic, social, educational, scientific and cultural norms.";

Recalling the Additional Protocol to the American Convention on Human Rights in the area of Economic, Social, and Cultural Rights (known as the "Protocol of San Salvador"), which expressly recognizes "the close relationship between the enjoyment of economic, social and cultural rights and the civil and political rights, because the different categories of rights constitute an indivisible whole that is based on the recognition of the dignity of the human person, for which reason both require permanent protection and promotion in order to be fully realized.";

Recalling the Organization of American States General Assembly resolution AG/doc.5452 of June 2014 concerning the promotion and protection of human rights in business, in which the General Assembly resolved to promote the application of the United Nations Guiding Principles on Business and Human Rights (hereinafter "UNGPs"), encourages member states and their national human rights institutions to foster constructive dialogue among all stakeholder groups on the application of the UNGPs, and requests the Inter-American Human Rights Commission (hereinafter "IACHR"), to support states in the promotion and application of state and business commitments in the area of human rights and business;

Recalling that the Danish Institute for Human Rights (hereinafter "DIHR") is an independent National Human Rights Institution established in accordance with the United Nations Paris Principles, with a mandate to promote and protect human rights in Denmark and internationally;

Recalling that the General Secretariat of the Organization of American States ("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) and that the IACHR is a principal and autonomous organ of the GS/OAS whose mission is to promote and protect human rights in the American hemisphere;

Recalling DIHR's International Strategy 2015-2017 seeking inter alia to strengthen national human rights protection systems and international frameworks related to sustainable development and business and noting specifically DIHR's strategic objective of integrating human rights norms into regional and international frameworks and standards in order to strengthen the national protection and promotion of human rights.

The GS/OAS, through the IACHR, and DIHR (hereinafter "the Parties") have agreed the following:

A. Objective

The Objective of this Memorandum of Understanding (hereinafter the "Agreement") is to define a general framework for enhancing the co-operation between the Parties in the areas of promotion and protection of economic, social and cultural rights (hereinafter "ESCR") with particular focus on the areas of business and human rights and sustainable development in the Americas. All work will be based on applicable international and regional human rights principles and instruments, including the UNGPs.

B. Activities

To this end the Parties agree to collaborate in the following general activities (hereinafter the "Activities"), which are further specified in the Annual Work Plan, attached in Annex 1:

I. Knowledge and Capacity Exchange

1. The Parties shall take measures to promote a proactive exchange of knowledge and capacities on business and human rights through training; advice; testing and exchange of methodologies and documentation, subject to arrangements that may be required to preserve the confidential or restricted nature of certain information and documents.
2. The Parties shall facilitate mutual participation, subject to regulations and procedures in force in each organisation, in relevant meetings of their respective bodies, such as including each other in expert consultations preceding thematic reports or general studies; peer to peer knowledge sharing; identification of thematic areas where the Parties can work together; participation in hearings, among others.
3. DIHR will support the IACHR in developing a strategy on human rights and business.

II. Promotion and Advice

4. The Parties shall co-operate, when appropriate, in assisting governments of OAS Member States in relation to human rights policy, regulation, monitoring, reporting, implementation and access to remedy in the areas of business and sustainable development. This could include advice in relation to capacity building, guidance, national baseline assessment, action plans, and indicators.
5. The Parties may undertake to carry out joint activities with a view to achieving their common objectives, on the basis of modalities to be jointly agreed as appropriate. Such modalities may include joint press releases or joint public statements.
6. The Parties shall co-operate in developing and applying methods for multilayered monitoring of human rights in relation to business and sustainable development at country, regional and international levels, in particular linking this with the post-2015 development agenda.

III. Dialogues and Convening

7. Where relevant, the Parties may collaborate on events such as consultations, hearings and conferences at multilateral conferences or other events.
8. In so far as possible, the Parties shall co-operate to include National Human Rights Institutions of the Americas in the Activities, including for example capacity building, promotion and country specific activities.

C. Funding and resources

9. The Parties agree to collaborate in the Activities and to assign staff dedicated to executing the Activities, in a manner consistent with their capacity and resources. This Agreement in and of itself does not create obligations of a financial nature for either of the Parties.
10. As part of the Activities, the Parties shall agree and implement a coordinated fund raising strategy. In the event that joint funds are raised, the Parties will develop a separate agreement for how these funds shall be held and administered.

DIHR will contribute to the Activities through allocation of a consultant and methodologies on business and human rights.

D. Governance and Communications

11. The Parties shall agree and maintain an up to date Annual Work Plan, which will form the basis for the activities under the Agreement.
12. The Parties shall designate one contact point in each organization for the co-ordination of the implementation of the Agreement and for institutional contacts with the other Party.
13. The contact points shall conduct an annual evaluation meeting each year at the anniversary of the Agreement and on that basis agree upon revisions to the Agreement and the Annual Work Plan.
14. All public communications about the Agreement and the Activities will be subject to approval by both Parties. In their external communications about the Agreement and the Activities the Parties shall as appropriate make reference to the other Party through either name and/or logo.

E. Privileges and Immunities

15. 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, in accordance with the OAS Charter, relevant agreements and pursuant to general principles and practices of international law.

16. Any dispute that arises in connection with the application or Interpretation of this Agreement shall be resolved by direct negotiation between the Parties. If the Parties are unable to reach a mutually satisfactory solution, they shall submit the matter to a mutually agreed upon procedure of arbitration. The decision shall be final and binding and not subject to appeal.

E. General provisions

17. Unless extended, the Agreement will expire on 31 December 2017. Prior to this date, a Party may terminate the Agreement at any time by providing written notice to the other Party at least 30 days prior to the intended date of termination.
18. 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.
19. No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement. Any such practice in connection with the use of project funds will be grounds for terminating this Agreement or taking any other corrective action as appropriate (including civil or criminal action).
20. The Parties shall retain exclusive rights to any intellectual property including but not limited to methodologies, reports, templates, software, data and trademarks owned by each Party prior to and/or independently of this Agreement. Each Party shall own the copyright to any work produced by such Party under this Agreement, including the right of dissemination, reproduction and publication of such work product.
21. Nothing in this Agreement may be interpreted as preventing the Parties from pursuing their respective activities in accordance with their mandates, regulations and procedures.

Done in Washington DC, on 16 March, 2015.

For the DIHR



Jonas Christoffersen
Executive Director

For the IACHR



Emilio Alvarez Icaza Longoria
Executive Secretary

Annex 1

Annual Work Plan 2015: Joint Memorandum of Understanding (MoU) between the Inter-American Commission on Human Rights of the Organization of American States and the Danish Institute for Human Rights

<p>Project Title: MoU between the Inter-American Commission on Human Rights (IACHR) of the Organization of American States and the Danish Institute for Human Rights (DIHR)</p>		
<p>Project Objective: Enhancing the co-operation between the Parties in the areas of promotion and protection of economic, social and cultural rights (hereinafter "ESCR") with particular focus on business and human rights in the Americas</p>		
<p>Outcome: IACHR promotes localization and implementation of human rights and business standards in the Americas, resulting in capacity building, baseline assessment and action plans on business and human rights at the national level.</p>		
Outputs	Targets	Means of verification
<p>1.1 Capacity Building: Blended learning programme completed for selected staff of IACHR and fellows. Topics include UNGPs and other relevant human rights and business standards. Special focus on how standards may apply to cases in Inter-American Human Rights System and to IACHR monitoring and advisory activities.</p>	<ul style="list-style-type: none"> • Key functions of IACHR receive training 	<p>Test results, surveys, attendance sheets</p>
<p>1.2 Human Rights and Business Strategy for Special Rapporteur on ESCR: Support the Secretariat of the AICHR in producing a section relating with the human rights and business input from regional consultations of the Report that the ESCR Unit will produce from the referred Consultations.</p>	<ul style="list-style-type: none"> • 1 human rights and business strategy document 	<p>Summary report, strategy document, annual IACHR report</p>
<p>1.3 Advise interested States on National Action Plan Process: Support the Secretariat of the AICHR in advising and building capacity on baseline assessment and national action plan production processes, including in relation to integrating Inter-American standards into process.</p>	<ul style="list-style-type: none"> • Government and project partners receive training on relevant international and regional standards 	<p>Training material, list of recommendations, travel report,</p>

	<ul style="list-style-type: none"> • Set of recommendations delivered to government • 1 presentation in launch of process 	
1.4 Integrating human rights and business into IACHR reports: Support the Secretariat of the AICHR in the preparation of human rights and business components of “Natural Resource Extraction and Indigenous Peoples” and “Poverty and Human Rights” reports.	<ul style="list-style-type: none"> • 2 reports include business and human rights considerations 	IACHR website
1.5 Country Monitoring: Support the Secretariat of the AICHR in drafting of relevant human rights and business sections of country monitoring reports, including chapter IV, including development of human rights and business research methodology tailored to monitoring needs and working methods of IACHR.	<ul style="list-style-type: none"> • Human rights and business sections drafted for 5 country reports 	IACHR website
1.6 Hearings on human rights and business: Advise the Secretariat of the AICHR in relation to hearings relating to human rights and business.	<ul style="list-style-type: none"> • 1 human rights and business hearing with at least 8 NGOs presenting 	ESCR unit recommendations, video of hearings on IACHR website
1.8 Fundraising: Support the Secretariat of the AICHR in making raising funds strategy for the constitution of the Special ESCR Rapporteurship including raising funds for specialized fellow/junior lawyer to focus on human rights and business cases in the IACHR and for HRB/ESCR website	<ul style="list-style-type: none"> • 2 proposals prepared 	Funding proposals

